

City Clerk File No. Ord. 19-037

Agenda No. 3.1 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-037

TITLE:

**ORDINANCE BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A DEDICATION OF CERTAIN LAND AND IMPROVEMENTS LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA AT PROVOST STREET BETWEEN BAY STREET AND MORGAN STREET, AUTHORIZING THE EXECUTION OF A DEDICATION AGREEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC AND 134 BAY STREET, LLC, THE EXECUTION OF A DEED OF EASEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC AND 134 BAY STREET, LLC, AND THE EXECUTION OF A DEED OF EASEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the Powerhouse Arts District Redevelopment Plan requires the owner of property identified on the Tax Map of the Tax Assessor of the City of Jersey City as Block 11505, Lot 1 and the owner of property identified on the Tax Map of the Tax Assessor of the City of Jersey City as Block 11506, Lot 2.01 to create a public pedestrian plaza in conjunction with the development of those properties; and

**WHEREAS**, in accordance with the Powerhouse Arts District Redevelopment Plan the public pedestrian plaza is to be created through development and dedication to the City of Jersey City (the "CITY") of a part of Block 11505, Lot 1 and the re-surfacing and closure (to vehicular traffic) of that part of Provost Street that is directly adjacent to Block 11505, Lot 1 between Bay Street and Morgan Street to create a single public pedestrian plaza; and

**WHEREAS**, 126-142 Morgan Street Urban Renewal, LLC ("MSUR") is the owner of Block 11505, Lot 1 commonly known as 10 Provost Street in the City of Jersey City, County of Hudson, and State of New Jersey including the part which is required to be a part of the public pedestrian plaza as more particularly described in and depicted on Exhibit A, attached hereto and made a part hereof (the "East Property"); and

**WHEREAS**, 134 Bay Street, LLC ("BAY") is the owner of certain improved land identified on the Tax Map of the Tax Assessor of the CITY as Block 11506, Lot 2.01 (the "West Property"); and

**WHEREAS**, Provost Street between Bay Street and Morgan Street is a public right of way of the CITY which is open to pedestrian and vehicular traffic located directly between the East Property and the West Property ("Provost Street"); and

**WHEREAS**, as required by the Powerhouse Arts District Redevelopment Plan and by a certain final major site plan approval granted by the Jersey City Planning Board for Block 11505, Lot 1 memorialized on September 15, 2015 by Resolution P08-114.1, MSUR has developed the East Property as part of a public pedestrian plaza with landscaping, trees, lighting equipment, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape and hardscape elements (the "East Property Plaza Improvements"); and

**WHEREAS**, the East Property Plaza Improvements on the East Property have been completed and are ready for their intended use as a public pedestrian plaza; and

**WHEREAS**, MSUR, has filed a petition with the CITY offering to convey, transfer and dedicate to the CITY, for the use and benefit of the public, a perpetual easement to use the surface of the East Property together with the East Property Plaza Improvements as the first section of the public pedestrian plaza; and

**WHEREAS**, MSUR desires to enter into a dedication agreement, and subject thereto, deliver a deed of easement in perpetuity to the CITY dedicating the surface of the East Property together with the East Property Plaza Improvements for use as a public park, subject to certain conditions including easements reserved by MSUR, for itself, BAY and their successors and assigns for the non-exclusive use and enjoyment of the public pedestrian plaza and to perform regular maintenance (as defined therein) of the public pedestrian plaza; and

**WHEREAS**, as required by the Powerhouse Arts District Redevelopment Plan, and by a certain final major site plan approval granted by the Planning Board memorialized on January 8, 2019 for the West Property, following the development of the West Property, BAY is required to prepare the existing cobblestone in Provost Street for use as part of a public pedestrian plaza by removing, repairing, and/or resurfacing it as needed, to promote safety for the typical pedestrian ("Provost Street Improvements"); and

**WHEREAS**, the Provost Street Improvements will be performed immediately following the development of the West Property; and

**WHEREAS**, BAY desires to enter into a dedication agreement and, subject thereto, dedicate the Provost Street Improvements in perpetuity to the CITY for use as a public park; and

**WHEREAS**, upon completion of the Provost Street Improvements, BAY will petition the CITY for the adoption of an ordinance that satisfies the requirements of N.J.S.A. 40:56-69 to close Provost Street to vehicular traffic and take such other action necessary and appropriate and required by the dedication agreement so that Provost Street can be used in conjunction with the East Property Improvements to complete the creation of the public pedestrian plaza in accordance with the Powerhouse Arts District Redevelopment Plan; and

**WHEREAS**, upon receipt of such petition the CITY will take such action required by the dedication agreement so that Provost Street can be used in conjunction with the East Property Improvements to complete the creation of the public pedestrian plaza in accordance with the Powerhouse Arts District Redevelopment Plan; and

**WHEREAS**, MSUR offers to convey, transfer and dedicate to the CITY in perpetuity, for the use and benefit of the public, a perpetual easement to use the surface of the East Property together with the East Property Plaza Improvements as a part of the pedestrian public plaza; and

**WHEREAS**, the City of Jersey City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of lands for public purposes.

**NOW, THEREFORE BE IT ORDAINED**, by the Municipal Council of the City of Jersey City that:

1. The land, improvements and appurtenances thereon located within the Powerhouse Arts District Redevelopment Area, more particularly described as follows:
  - a) The part of Block 11505, Lot 1 which is more particularly described in and depicted on Exhibit A, attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey ("East Property") be and the same is hereby accepted and dedicated as a public park.
  - b) The Provost Street Improvements which are more particularly described in and depicted on Exhibit B, attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey be and the same is hereby accepted and dedicated as a public park;
2. The CITY shall provide the public pedestrian plaza with municipal services including, water, sewer, fire protection and police protection, including the enforcement of those local ordinances applicable to public parks. The CITY shall be responsible for the cost of water, sewer, and electric service for public pedestrian plaza;
3. MSUR, for itself, BAY and their successors and assigns shall have the non-exclusive use and enjoyment of the public pedestrian plaza and access thereto to perform regular maintenance (as defined in the dedication agreement) of the public pedestrian plaza;
4. The acceptance of this dedication shall be subject to the following terms and conditions:
  - a) The execution of a plaza dedication agreement by MSUR, BAY, and the Business Administrator or the Mayor on behalf of the CITY as approved by the Office of the Corporation Counsel and substantially in the form attached hereto as Exhibit C (the "Plaza Dedication Agreement");
  - b) The approval of the construction of the East Property Improvements by the CITY'S Municipal Engineer and/or Chief Architect;
  - c) The approval and acceptance by the Office of the Corporation Counsel of a title report provided by MSUR;
  - d) The execution of a deed of easement by MSUR, BAY, and the Business Administrator or the Mayor on behalf of the CITY approved by the Office of the Corporation Counsel and substantially in the form attached to the Plaza Dedication Agreement as Exhibit D (the "Deed of Easement");
  - e) The recordation of the executed Deed of Easement;
  - f) Subject to approval by the Office of the Corporation Counsel, the execution and delivery by the CITY of all documents necessary to accomplish the dedication of the aforementioned lands and improvements;
  - g) Upon delivery of the Deed of Easement to the CITY, MSUR shall provide the CITY with a two (2) year maintenance bond for the improvements in a form satisfactory to the CITY Office of the Corporation Counsel. During the two (2) year period after the delivery of the Deed of Easement, MSUR shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of improvements or create a risk to public safety upon receiving notice of such deficiencies from the CITY'S Municipal Engineer and/or Chief Architect. MSUR shall correct all other deficiencies at the end of the two (2) year period. At the end of the two (2)

year period, the CITY shall be responsible for the structural maintenance of the improvements which are the subject of this dedication; and

- h) Upon completion of the Provost Street Improvements, BAY shall provide the CITY with a two (2) year maintenance bond for the improvement in a form satisfactory to the CITY Office of the Corporation Counsel. During the two (2) year period after acceptance of the Provost Street Improvements, BAY shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of improvements or create a risk to public safety upon receiving notice of such deficiencies from the CITY'S Municipal Engineer and/or Chief Architect. BAY shall correct all other deficiencies at the end of the two (2) year period. At the end of the two (2) year period, the CITY shall be responsible for the structural maintenance of the improvements which are the subject of this dedication; and
5. Subject to review and approval by the Municipal Engineer, the dedication shall be subject to all easements affecting the East Property and West Property recorded in the office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any part gas, electric, water, sewer or utility lines including cable television wires and poles and the together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or any way relating to MSUR's and BAY'S use and enjoyment of their properties.
- a) All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - b) This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - c) This ordinance shall take effect at the time and in the manner as provided by law.
  - d) The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

RR  
4-15-19

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

RR  
4-15-19



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A DEDICATION OF CERTAIN LAND AND IMPROVEMENTS LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA AT PROVOST STREET BETWEEN BAY STREET AND MORGAN STREET, AUTHORIZING THE EXECUTION OF A DEDICATION AGREEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC AND 134 BAY STREET, LLC, AND AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT WITH 126-142 MORGAN STREET URBAN RENEWAL, LLC**

**Project Manager**

Department/Division	HEDC	Planning
Name/Title	Tanya Marione Matt Ward	Director Principal Planner
Phone/email	547-5080 547-5883	tanyam@jcnj.org mward@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Powerhouse Arts District Redevelopment Plan (Plan) requires the owner (126-142 Morgan Street Urban Renewal, LLC ("MSUR")) of property known as Block 11505, Lot 1 (East Property) and the owner (134 Bay Street, LLC ("BAY")) of property known as Block 11506, Lot 2.01 (West Property) to create a public pedestrian plaza in conjunction with the development of their properties. Provost St. between Bay St. and Morgan St. is a public right of way of the City which is open to pedestrian and vehicular traffic located directly between the East Property and the West Property ("Provost St."). As required by the Plan and by its site plan approval, MSUR has developed the East Property as part of a public pedestrian plaza with landscaping, trees, lighting equipment, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape and hardscape elements (the "East Property Plaza Improvements"). As required by the Plan, and by its site plan approval, BAY is required to prepare the existing cobblestone in Provost St. for use as part of a public pedestrian plaza by removing, repairing, and/or resurfacing it as needed, to promote safety for the typical pedestrian ("Provost St. Improvements"). MSUR desires to enter into a dedication agreement, and deliver a deed of easement in perpetuity to the City dedicating the surface of the East Property together with the East Property Plaza Improvements for use as a public park. BAY desires to enter into a dedication agreement and dedicate the Provost Street Improvements in perpetuity to the CITY for use as a public park. Upon the completion of the Provost St. improvements, the City will take such action required by the dedication agreement so that Provost St. can be used in conjunction with the East Property Improvements to complete the creation of the public pedestrian plaza in accordance with the Plan.

**Cost (Identify all sources and amounts)**

Not applicable

**Contract term (include all proposed renewals)**

In perpetuity

**Type of award**

Not Applicable

**If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**EXHIBIT A**

**EAST PROPERTY**



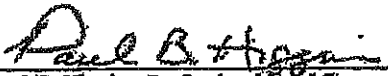
DESCRIPTION  
LOT 1 BLOCK 11505  
PROVOST PLAZA EASEMENT  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South  $83^{\circ}44'23''$  East a distance of 74.58 feet; thence,
2. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North  $83^{\circ}44'23''$  West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 66.50 feet; thence,
5. By a line thru Lot 1 in Block 11505, South  $83^{\circ}44'23''$  East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North  $83^{\circ}44'23''$  West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North  $06^{\circ}15'37''$  East a distance of 200.01 feet to the point of beginning;

Containing 14,405.8 square feet of land, more or less;

Subject to easements of record

  
Paul B. Higgins, Professional Land Surveyor  
New Jersey License Number 34004

N:\Projects\New Jersey\2800-Provost Square\Surv Dept\Legal\Enstruments\2800 Provost Plaza Easement.docx

ESE Consultants, Inc.  
96 Route 173 West, Suite 1B - Hampton, NJ 08827

p: 908.638.5270 - f: 908.638.5214



**BAY STREET**  
(60' ROW)

P.O.B.

S83°44'23"E 74.55'

RIGHT OF WAY

**BLOCK 11505**  
LOT 1

FORMER  
**BLOCK 140**  
LOT A & B

LOT AREA: 48,024.73 S.F.  
1.1025 ACRES

PROPOSED  
EASEMENT

PROPOSED  
PLAZA EASEMENT  
14,802.8 SQ. FT.

PROPOSED  
BUILDING

**PROVOST STREET**  
(60' ROW)

N06°15'37"E 200.01'

N83°44'23"W 14.92'

S06°15'37"E 68.50'

S83°44'23"E 54.17'

N83°44'23"W 123.00'

**MORGAN STREET**  
(60' ROW)

**ESE** Land Planning  
Engineering  
Land Surveying  
New Jersey Certificate of Authorization No. 24CA27800002

ESE Consultants, Inc.  
96 Route 173 West  
Suite 1B  
Hampton, NJ 08827  
Tel: (908) 638-5270  
Fax: (908) 638-5214

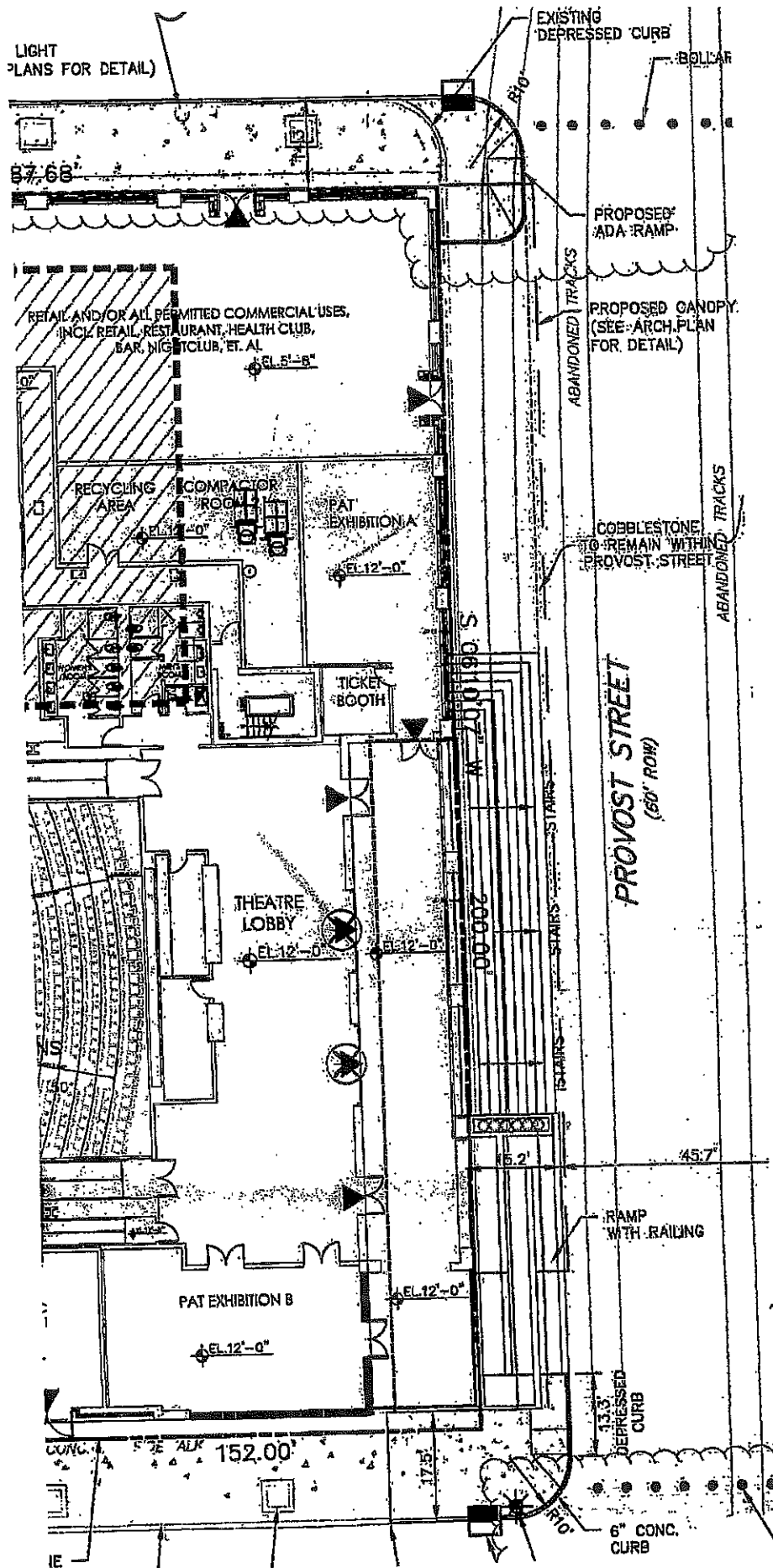
**BLOCK 11505, LOT 1**  
**PLAZA EASEMENT PLAN**

**PROVOST SQUARE**  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

REV	DATE	DESCRIPTION	DRAWN	DATE	SCALE	DATE	DESIGN	DRAWN	DATE	FILE NAME	SHEET	1	OF	1
				10-18-2005	AS IS					2005				

**EXHIBIT B**

**PROVOST STREET IMPROVEMENTS**



**EXHIBIT C**

**PLAZA DEDICATION AGREEMENT**

## PLAZA DEDICATION AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_, 2019, by and among **134 BAY STREET, LLC** (“BAY”) and **126-142 MORGAN STREET URBAN RENEWAL, LLC**, each having an office c/o Toll Bros., 95 Christopher Columbus Drive, Floor 12A, Jersey City, New Jersey 07302 (“MSUR”), and the **CITY OF JERSEY CITY**, a public body corporate and politic existing under the laws of the State of New Jersey, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey, 07302 (“CITY”).

### WITNESSETH:

**WHEREAS**, MSUR is the owner of certain land described in and depicted on **Exhibit A**, attached hereto and made a part hereof, located in the City of Jersey City, County of Hudson, and State of New Jersey (“East Property”); and

**WHEREAS**, as required by the Powerhouse Arts District Redevelopment Plan and in accordance with the requirements of that certain final major site plan approval granted by the Planning Board of the City of Jersey City, as memorialized by Resolution P08-114.1 dated September 15, 2015 for Block 11505, Lot 1 (formerly known as Block 140, Lots A.1 and B.1) (the “East Property Final Site Plan Approval”), MSUR is making certain improvements to the East Property to establish thereon a part of a public pedestrian plaza with that certain landscaping, trees, lighting equipment, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape and hardscape elements as depicted on **Exhibit B** attached hereto and made a part hereof (the “East Property Plaza Improvements”); and



**WHEREAS**, Bay is the owner of certain improved land identified on the Tax Map of the Tax Collector of the City of Jersey City as Block 11506, Lot 2.01 (the “West Property”); and

**WHEREAS**, the West Property is adjacent to that portion of Provost Street that is located between Morgan Street and Bay Street (hereinafter referred to as “Provost Street”); and

**WHEREAS**, Provost Street is public right of way which is open to pedestrian and vehicular traffic; and

**WHEREAS**, Provost Street is adjacent to that portion of the East Property including the East Property Plaza Improvements; and

**WHEREAS**, on November 27, 2018 as memorialized by Resolution dated January 8, 2019 the Jersey City Planning Board granted an amended preliminary and final major site plan approval to the West Property and Provost Street to develop the West Property and to prepare the existing cobblestone in Provost Street for use as part of a public pedestrian plaza by removing, repairing, and/or resurfacing it, as needed, to promote safety for the typical pedestrian as depicted on **Exhibit C** attached hereto and made a part hereof (the “West Property Final Site Plan Approval”); and

**WHEREAS**, as required by the Powerhouse Arts District Redevelopment Plan, the East Property Final Site Plan Approval, the West Property Final Site Plan Approval, and following the development of the West Property, Bay and MSUR are required to prepare the existing cobblestone on Provost Street for use as a part of a public pedestrian plaza by removing, repairing, and/or resurfacing it, as needed, to promote safety for the typical pedestrian (“Provost Street Improvements”); and

**WHEREAS**, as required by the Powerhouse Arts District Redevelopment Plan, the East Property Final Site Plan Approval and the West Property Final Site Plan Approval, the East Property and the East Property Plaza Improvements together with the Provost Street

Improvements are intended for use as a public pedestrian plaza, as depicted on **Exhibit D** attached hereto and made a part hereof (the East Property Plaza Improvements and the Provost Street Improvements are sometimes collectively referred to herein as the “Provost Square Plaza”); and

**WHEREAS**, the establishment of Provost Square Plaza is anticipated to occur in two phases; and

**WHEREAS**, the initial phase which is the East Property Plaza Improvements will be constructed immediately following of the development of the East Property; and

**WHEREAS**, the final phase which is the Provost Street Improvements will be performed immediately following the development of the West Property; and

**WHEREAS**, the Powerhouse Arts District Redevelopment Plan and the East Property Final Site Plan Approval, require MSUR to dedicate the East Property together with the East Property Plaza Improvements to the City for use as a part of the Provost Square Plaza; and

**WHEREAS**, the East Property Plaza Improvements are being constructed in accordance with the requirements of the East Property Final Site Plan Approval; and

**WHEREAS**, in accordance with the Powerhouse Arts District Redevelopment Plan on June 17, 2009 the City adopted Ordinance 09-072 granting to Bay and MSUR a franchise to use Provost Street to: (1) restore the façade of the existing building on the West Property; (2) protect the existing cobblestone on Provost Street during the restoration; (3) construct and maintain a stairway on Provost Street that will connect a performing arts theater to the Provost Square Plaza; (4) install and maintain a 16 inch storm water pipe below the surface of Provost Street; and (5) upon the completion of the development of the West Property, prepare the existing cobblestone on Provost Street for use as a part of the Provost Square Plaza by removing, repairing, and/or resurfacing it, as needed, to promote safety for pedestrians (the “Franchise Ordinance”); and

**WHEREAS,** after the adoption of the Franchise Ordinance, the Jersey City Planning Board approved design changes to the storm water management systems for the East Property and the West Property which eliminated the need to install a 16 inch storm water pipe below the surface of Provost Street; and

**WHEREAS,** although Bay and MSUR have not and will not install a 16 inch storm water pipe below the surface of Provost Street, they intend perform the remainder of the work authorized by the Franchise Ordinance; and

**WHEREAS,** as required by the Powerhouse Arts District Redevelopment Plan, following Bay's completion of the West Improvements and the Provost Street Improvements, Provost Street is intended to be closed to vehicular traffic so that it can become a part of the Provost Square Plaza; and

**WHEREAS,** Bay, MSUR and the CITY each acknowledge and agree that the Provost Square Plaza will be a valuable public gathering space that will enhance surrounding developments and the surrounding neighborhood; and

**WHEREAS,** MSUR, by this Agreement, offers to convey, transfer and dedicate to the CITY, for the use and benefit of the public, a perpetual easement to use the surface of the East Property together with the East Property Plaza Improvements as a part of the Provost Square Plaza, subject to certain conditions in this Agreement, including easements reserved by MSUR, for itself, Bay and their successors and assigns for the non-exclusive use and enjoyment of the Provost Square Plaza and to perform regular maintenance (as defined herein) of the Provost Square Plaza; and

**WHEREAS,** the CITY by way of Ordinance \_\_\_\_ adopted on \_\_\_\_\_, 201\_\_ has agreed to accept such dedication, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of ten (\$10.00) dollars nominal consideration, the mutual promises made by each of the respective parties herein, and such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree to the following terms, covenants and conditions.

### **DEFINED TERMS**

The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

East Property: that certain land described in **Exhibit A** attached hereto and made a part hereof.

East Property Plaza Improvements: that part of the East Property to be improved with that certain landscaping, trees, lighting, equipment, walkways, curbs, railings, pedestal for the display of public art, and other decorative landscape and hardscape elements depicted on **Exhibit B** attached hereto and made a part hereof.

East Property Final Site Plan Approval: that certain Final Major Site Plan Approval granted by the Planning Board of the City of Jersey City, as memorialized by Resolution, P08-114.1 dated September 15, 2015 for Block 11505, Lot 1, formerly known as Block 140, Lots A.1 and B.1.

Franchise Ordinance: Ordinance #09-072 adopted by the Municipal Council of the City of Jersey City.

Provost Square Plaza: that certain public plaza located on the East Property and Provost Street improved with the East Property Plaza Improvements and the Provost Street Improvements as depicted on **Exhibit D**.

Provost Street: that portion of Provost Street that is located between Morgan Street and Bay Street in the City of Jersey City.

Provost Street Improvements: that part of Provost Street wherein the cobblestone will be removed, repaired, and resurfaced, as needed, for use as a part of a public pedestrian plaza as depicted on **Exhibit C** attached hereto and made a part hereof but not including the stairway on Provost Street that will connect a performing arts theater to the Provost Square Plaza.

West Property: that certain improved land identified on the Tax map of the Tax Collector of Jersey City as Block 11506, Lot 2.01.

West Property Final Site Plan Approval: that certain Amended Preliminary and Final Major Site Plan Approval granted by the Planning Board of the City of Jersey City on November 27, 2018, as memorialized by Resolution dated January 8, 2019 for Block 11506, Lot 2.01.

**A. Dedication of East Property and East Property Plaza Improvements:**

A.1. Subject to the terms, conditions and covenants in this Agreement, MSUR hereby agrees to dedicate the East Property and East Property Plaza Improvements to the CITY for public use, subject to MSUR's delivery of a deed of easement conveying a non-exclusive perpetual surface easement to the City to use the East Property and East Property Plaza Improvements as a part of the Provost Square Plaza and reserving to MSUR and BAY an easement to use the East Property and East Property Plaza Improvements in the same manner as the general public and for MSUR to maintain it as required by this Agreement.

A.2. Subject to the terms, conditions and covenants in this Agreement, the CITY hereby agrees to accept the dedication for public use of the East Property and East Property Plaza

Improvements from MSUR, with the reservation by MSUR and BAY of an easement to use the East Property Plaza Improvements in the same manner as the general public and for MSUR to maintain it as required by this Agreement subject to MSUR's delivery of a deed of easement conveying a non-exclusive perpetual surface easement to the City to use the East Property and East Property Plaza Improvements as a part of the Provost Square Plaza .

A.3. The City's acceptance of a deed of easement for the public use of the East Property and East Property Plaza Improvements as a part of Provost Square Plaza shall be conditioned upon the following:

(i) The completion by MSUR of the East Property Plaza Improvements in accordance with the requirements of the East Property Final Site Plan Approval;

(ii) An inspection by the Jersey City Engineering Division, which shall not be unreasonably delayed or withheld followed by the issuance of a written memorandum confirming that the East Property Plaza Improvements have been completed in accordance with the requirements of the East Property Final Site Plan Approval (the "East Property Plaza Engineering Memo");

(iii) A title report indicating that there are no liens or easements encumbering the East Property that would interfere with its use as a part of Provost Square Plaza;

(iv) The delivery of a two (2) year maintenance bond as prescribed by Section 347-75B.1 of the Jersey City Code in an amount determined by the Jersey City Engineering Division which will not exceed 15% of the replacement cost of the East Property Plaza Improvements in the form attached hereto as **Exhibit E** ( the " East Property Plaza Improvement Bond"). During the two (2) year period following the City's acceptance of the deed of easement, MSUR shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the East Property Plaza Improvements or create a risk to public safety, upon

receiving written notice from the Municipal Engineer. At the end of the two (2) year period, the City shall be responsible for the structural maintenance of the East Property Plaza Improvements.

(v) The delivery by MSUR of a deed of easement conveying to the City the perpetual right to use the East Property and the East Property Plaza Improvements as a part of the Provost Square Plaza in the form attached hereto as **Exhibit F** (the "Deed of Easement").

A.4. Upon the CITY'S acceptance of the Deed of Easement, the City shall operate the East Property Plaza Improvements in conformance with the operational standards of the CITY for parks and recreation areas as codified in Chapter 239-1 et seq. of the Jersey City Code for the benefit of the public including the occupants of any building or private improvements constructed on Block 11505, Lot 1.

A.5. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall have a perpetual easement to maintain the East Property Plaza Improvements as required by **Schedule 1** attached hereto and made a part hereof (hereinafter the "Regular Maintenance Requirements").

A.6. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements, at the sole cost and expense of MSUR.

A.7. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall have the right to close all or portions of the East Property Plaza Improvements from time to time for a reasonable period of time during regular business hours to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements. Such closure may be for a duration reasonably necessary to adequately perform the required maintenance. Except in the case of an emergency, MSUR shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section C.6 hereof of MSUR's intent to close the East Property to perform maintenance thereto. Such written notice shall include a brief description of

the work to be performed and the anticipated duration of the closure. In the event that MSUR closes the East Property for an unreasonable period of time in order to perform maintenance, it shall constitute a breach of MSUR's obligations hereunder and the City and the Planning Board shall have the rights and remedies against MSUR granted to them under Section A.18 of this Agreement.

A.8. MSUR shall provide water to the East Property to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements at the sole cost and expense of MSUR.

A.9. Upon the CITY'S acceptance of the Deed of Easement, the CITY will pay full cost and expense of electricity required for public use of the East Property and East Property Plaza Improvements including but not limited to all lighting installed therein in accordance with the Final Site Plan Approval.

A.10. Upon the CITY'S acceptance of the Deed of Easement, the CITY shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the East Property and East Property Plaza Improvements including Chapter 239-1 et seq. for the benefit of the public.

A.11. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall have an easement to use and enjoy the East Property and East Property Plaza Improvements in the same manner as the general public.

A.12. Upon the expiration of the East Property Plaza Maintenance Bond, the CITY shall be responsible for the repair and replacement of the East Property Plaza Improvements at the CITY'S sole cost and expense unless such repair or replacement is made necessary because of the negligent or willful acts or omissions of MSUR.



A.13. Upon the expiration of the East Property Plaza Maintenance Bond, when the East Property Plaza Improvements or any part thereof is in need of repair or replacement, then the CITY shall make such replacement or repairs, at the CITY'S sole cost and expense, with the same color, type, and quality of improvements and materials initially installed by MSUR and specified in the Final Site Plan Approval.

A.14. Upon the CITY'S acceptance of the Deed of Easement, MSUR shall indemnify, defend and hold harmless the CITY, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with MSUR's failure to perform the Regular Maintenance Requirements on the East Property Plaza Improvements other than liability arising out of the sole negligence or intentional or wanton or willful acts or omissions of the CITY.

A.15. Upon the CITY'S acceptance of the Deed of Easement, the CITY shall indemnify, defend and hold harmless MSUR, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the East Property Plaza Improvements or the CITY'S negligent, grossly negligent, or willful actions or omissions in connection with the CITY'S obligation to make the repairs or replacements to the East Property Plaza Improvements.

A.16. Upon the CITY'S acceptance of the Deed of Easement, the CITY and any subcontractors retained by it shall obtain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with the CITY's operation of the East Property Plaza Improvements and its obligation to make repairs or replacements to the

East Property Plaza Improvements. The CITY shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the MSUR and any officer, employee, agent or contractor of the City as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days' written notice to the MSUR. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by the CITY at the time of MSUR's delivery of a Deed of Easement to the City, and renewal certificates of insurance shall be provided annually.

A.17. Upon the City's acceptance of a Deed of Easement, MSUR and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with MSUR's obligation to perform Regular Maintenance Requirements. MSUR shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the City and any officer, employee, agent or contractor of the City as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the City. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by MSUR at the time of its delivery of a Deed of Easement to the CITY, and renewal certificates of insurance shall be provided annually.

A.18. In the event the CITY determines that MSUR has failed to timely perform any of the Regular Maintenance Requirements to the East Property Plaza Improvements, the CITY shall give MSUR thirty (30) days' written notice to cure such failure. If after thirty (30) days, MSUR has not cured such failure, the CITY shall have the right to perform such regular maintenance to the East Property Plaza Improvements at the sole cost and expense of MSUR. MSUR shall reimburse the CITY for those costs and expenses required to perform the regular maintenance not

performed by MSUR in a timely manner. In the event MSUR fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to MSUR. The amount of any fine shall not exceed the reasonable cost to cure MSUR's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if MSUR promptly complies with its obligations under this Agreement. In the event that MSUR receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the City shall be entitled to demand that MSUR provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the MSUR's delivery of the Bond to the City, in the event MSUR fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving MSUR fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy MSUR's non-compliance with this Agreement. In the event the City draws down on the Bond, it shall provide written notice to MSUR and MSUR shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the City and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the City or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for the building and other private improvements constructed on Block 11505, Lot 1. The City shall be permitted, in its sole and absolute discretion, and without the consent of the MSUR to delegate its enforcement authority under this paragraph to the Planning Board.

A.19. In the event that the CITY fails to timely make and repairs or replacements to the East Property Plaza Improvements, MSUR shall give the CITY thirty (30) days' written notice to

cure such failure. If after thirty (30) days, the CITY has not remedied such failure, MSUR shall have the right to perform such replacement or repair to the East Property Plaza Improvements at the sole cost and expense of the CITY. The CITY shall reimburse MSUR for those costs and expenses required to make repairs and replacements not performed by the CITY in a timely manner. Notwithstanding anything herein to the contrary, MSUR shall have the right to make emergency repairs or replacements to the East Property Plaza Improvements without notice to the CITY in the event MSUR determines, in good faith, that the failure to make such repair or replacement will jeopardize the safety of the occupants of the plaza or the owners, residents, tenants, guest or invitees of the building and other private improvements constructed on Block 11505, Lot 1. The CITY shall reimburse MSUR for those costs and expenses required to make emergency repairs and replacements to the East Property Plaza Improvements.

A.20. Upon the City's acceptance of the Deed of Easement, the obligations of the parties as recited in paragraphs A.1 through A.19 hereof shall be superseded by the Deed of Easement.

A.21. The CITY agrees to record the Deed of Easement in the Hudson County Register's Office within ten (10) business days of the CITY'S acceptance thereof. This obligation shall survive the delivery and acceptance of the Deed of Easement.

**B. Completion of Provost Street Improvements and Provost Square Plaza:**

B.1. The City's acceptance of the Provost Street Improvements for incorporation into the East Property Plaza Improvements to establish Provost Square Plaza shall be conditioned upon the following:

- (i) The completion by BAY of the Provost Street Improvements in accordance with the requirements of the West Property Final Site Plan Approval;

(ii) An inspection by the Jersey City Engineering Division, which shall not be unreasonably delayed or withheld followed by the issuance of a written memorandum confirming that the Provost Street Improvements been completed in accordance with the requirements of the Franchise Ordinance (the "Provost Engineering Memo");

(iii) The delivery of a two (2) year maintenance bond in an amount determined by the Jersey City Engineering Division which will not exceed 15% of the replacement cost of the Provost Street Improvements (the "Provost Street Improvements Maintenance Bond") in the form attached hereto as Exhibit E. During the two (2) year period following the City's issuance of the Provost Engineering Memo, BAY shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the Provost Street Improvements or create a risk to public safety, upon receiving written notice from the Municipal Engineer. At the end of the two (2) year period, the City shall be deemed to have finally accepted the Provost Street Improvements and shall be responsible for the repair and replacement of the Provost Street Improvements; and

(iv) The CITY'S adoption of an ordinance within the time frame set forth in paragraph B.2 below that satisfies the requirements of N.J.S.A. 40:56-69 and is consistent with the terms, conditions and covenants set forth in this Agreement .

B.2. Upon the CITY's acceptance of the Provost Street Improvements, the CITY shall within forty -five (45) days take any and all municipal action required under N.J.S.A. 40:56-69 to close Provost Street to vehicular traffic and open the Provost Street Improvements for use as a pedestrian public plaza in conjunction with the East Property Plaza Improvements.

B.3. Upon the opening of the Provost Street Improvements, the City shall operate the Provost Street Improvements together with the East Property Plaza Improvements in conformance with the operational standards of the CITY for parks and recreation areas as codified in Chapter 239-1, et seq. of the Jersey City Code.

B.4. Upon the opening of the Provost Street Improvements, BAY shall have a perpetual easement to maintain it as required by **Schedule 2** attached hereto and made a part hereof (hereinafter the “Provost Regular Maintenance Requirements”).

B.5. Upon the opening of the Provost Street Improvements, BAY shall maintain it as required by the Provost Regular Maintenance Requirements at the sole cost and expense of Bay.

B.6. Upon the opening of the Provost Street Improvements, BAY shall have the right to close all or portions of the Provost Street Improvements from time to time for a reasonable period of time during regular business hours to maintain it as required by the Provost Regular Maintenance Requirements. Such closure may be for such duration as reasonably necessary to adequately perform the required repair(s) or replacements. Except in the case of an emergency, BAY shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section C.6 hereof of BAY’s intent to close Provost Street to perform maintenance and repairs, or make replacements thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that BAY closes Provost Street for an unreasonable period of time in order to perform maintenance and repairs, it shall constitute a breach of BAY’s obligations hereunder and the City and the Planning Board shall have the rights and remedies against BAY granted to them under Section B.13 of this Agreement.

B.7. BAY shall provide water to the Provost Street Improvements to maintain it as required by the Provost Regular Maintenance Requirements at the sole cost and expense of BAY.

B.8. Upon the opening of the Provost Street Improvements, the CITY will pay full cost and expense of electricity required for all the public use of the Provost Street Improvements including but not limited to all lighting installed in accordance with the Preliminary Site Plan

Approval amended by a final site plan approval granted to the West Property by the Jersey City Planning Board.

B.9. Upon the opening of the Provost Street Improvements, the CITY shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the Provost Street Improvements including Chapter 239 -1 et seq. of the Jersey City Municipal Code for the benefit of the public.

B.10. Upon the opening of the Provost Street Improvements, BAY shall have an easement to use and enjoy the Provost Street Improvements in the same manner as the general public.

B.11. Following the expiration of the Provost Street Improvements Maintenance Bond, the CITY shall be responsible for the repair and replacement of the Provost Street Improvements at the CITY'S sole cost and expense unless such repair or replacement is made necessary because of the negligent, grossly negligent or willful acts or omissions of BAY or its successor and assigns.

B.12. Following the expiration of the Provost Street Improvements Maintenance Bond, when it becomes necessary for the CITY to replace or repair the Provost Street Improvements the CITY shall remove, repair, and/or resurface the cobblestone, as needed, to promote safety for the typical pedestrian at the CITY'S sole cost and expense.

B.13. In the event the CITY determines that BAY has failed to timely perform any of the Provost Maintenance Requirements to the Provost Street Improvements, the CITY shall give BAY thirty (30) days written notice to cure such failure. If after thirty (30) days, BAY has not cured such failure, the CITY shall have the right to perform such regular maintenance to the Provost Street Improvements at the sole cost and expense of BAY. BAY shall reimburse the CITY for those costs and expenses required to perform such regular maintenance not performed by BAY in

a timely manner. In the event BAY fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to BAY. The amount of any fine shall not exceed the reasonable cost to cure BAY's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if BAY promptly complies with its obligations under this Agreement. In the event that BAY receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the City shall be entitled to demand that BAY provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the BAY's delivery of the Bond to the City, in the event BAY fails to comply with its obligations under this Agreement (whether intentional or not), the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving BAY fourteen (14) days' written notice to cure such non-compliance, use the Bond to remedy BAY's non-compliance with this Agreement. In the event the City draws down on the Bond, it shall provide written notice to BAY and BAY shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the City and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the City or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for any buildings or other private improvements constructed on the West Property. The City shall be permitted, in its sole and absolute discretion, and without the consent of the Bay to delegate its enforcement authority under this paragraph to the Planning Board.

B.14. In the event that the CITY fails to timely make and repairs or replacements to the Provost Street Improvements, BAY shall give the CITY thirty (30) days' written notice to cure



such failure. If after thirty (30) days, the CITY has not cured such failure, BAY shall have the right to perform such replacement or repair to the Provost Street Improvements at the sole cost and expense of the CITY. The CITY shall reimburse BAY for those costs and expenses required to make repairs and replacements not performed by the CITY in a timely manner. Notwithstanding anything herein to the contrary, BAY shall have the right to make emergency repairs or replacements to the Provost Street Improvements without notice to the CITY in the event BAY determines, in good faith, that the failure to make such repair or replacement will jeopardize the safety of the occupants of the plaza or the owners, residents, tenants, guest or invitees of the building and other private improvements constructed on West Property provided that BAY shall not be permitted to remove, destroy, or pave over the cobblestone and railroad tracks located in Provost Street. The CITY shall reimburse BAY for those costs and expenses required to make emergency repairs and replacements to the Provost Street Improvements.

B.15. BAY shall indemnify, defend and hold harmless the CITY, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with BAY's failure to perform the Provost Regular Maintenance Requirements for the Provost Street Improvements other than any liability arising out of the negligent, grossly negligent or willful acts of the CITY.

B.16. The CITY shall indemnify, defend and hold harmless BAY, their employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the Provost Street Improvements or the CITY'S negligent, grossly negligent or willful failure to make repairs or replacements to the Provost Street Improvements.

B.17. The CITY and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with the public's use of the Provost Street Improvements and its obligation to make repairs or replacements to the Provost Street Improvements. The CITY shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name BAY and any officer, employee, agent or contractor of BAY as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days' written notice to BAY. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by the CITY at the time the CITY opens the Provost Street Improvements, and renewal certificates of insurance shall be provided annually.

B.18. BAY and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with BAY's obligation to perform the Provost Street Improvements and/or the perform the Provost Regular Maintenance Requirements. BAY shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the City and any officer, employee, agent or contractor of the City as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the City. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by BAY at the time of its execution of this Agreement, and renewal certificates of insurance shall be provided annually.

B.19. In the event that the CITY fails to timely make and repairs or replacements to the Provost Street Improvements, BAY shall give the CITY thirty (30) days' written notice to cure

such failure. If after thirty (30) days, the CITY has not cured such failure, BAY shall have the right to perform such replacement or repair to the Provost Street Improvements at the sole cost and expense of the CITY. The CITY shall reimburse BAY for those costs and expenses required to make repairs and replacements not performed by the CITY in a timely manner.

**C. General:**

C.1. The parties acknowledge that a breach of, or failure to comply with the covenants, restrictions and obligations of this Agreement by any party shall cause irreparable harm to the other party. As such, in the event either party breaches, or fails to comply with any covenant, restriction or obligation of this Agreement (whether intentional or not), any other party shall have the right to sue, at law or in equity, for expedited declaratory relief and specific performance, including a temporary restraining order, preliminary injunction and permanent injunctive relief. Any exercise of such remedies, at law or in equity, shall not be exclusive, and nothing herein contained shall limit, preclude or compromise the enforcement by a non-breaching party of any other rights and remedies it may have at law or in equity including the right to sue for damages. No such breach or failure to perform shall entitle any party to terminate this Agreement.

C.2. The invalidity of any covenant, restriction, condition, limitation, exception, or other provision set forth in this Agreement, shall not impair or affect in any manner the validity, enforceability or effectiveness of the remainder of this Agreement, and each covenant, restriction, condition, limitation or provision shall be enforceable to the greatest extent permitted by law.

C.3. The failure of any party to this Agreement to enforce any easement, covenant, restriction, condition, limitation, exception, or provision created by this Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any

breach occurring prior or subsequent thereto. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver.

C.4. Notwithstanding anything herein to the contrary, until BAY completes the development of the West Property and the CITY has accepted the Provost Street Improvements, BAY and MSUR shall have the right to temporarily close the East Property and East Property Plaza Improvements without obtaining a permit from the CITY or any City agency should BAY determine, in its sole and absolute discretion, that construction activities or staging activities for the development of the West Property make it unsafe for persons to be on the East Property and the East Property Plaza Improvements. BAY and MSUR shall notify the Municipal Engineer before temporarily closing the East Property and East Property Plaza Improvements.

C.5. This Agreement may be amended or modified, in whole or in part, only by written instrument, in recordable form, executed by all parties hereto.

C.6. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Agreement; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

(1) 126-142 Morgan Street Urban Renewal, LLC  
c/o Toll Bros.  
95 Christopher Columbus Drive  
Floor 12A  
Jersey City, NJ 07302  
Attn.: Henry Waller

(2) 134 Bay Street, LLC

c/o Toll Bros.  
95 Christopher Columbus Drive  
Floor 12A  
Jersey City, NJ 07302  
Attn.: Henry Waller

(3) City of Jersey City  
Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, NJ 07302  
Attn: Robert Byrne, City Clerk

(3) City of Jersey City  
Jersey City Law Department  
280 Grove Street  
Jersey City, NJ 07302  
Attn.: Peter Baker, Esq., Corporation Counsel

(4) City of Jersey City  
Division of Engineering and Traffic  
13-15 Linden Avenue East  
Jersey City, NJ 07305  
Attn.: Jose Cunha, Municipal Engineer

with a copy of each notice addressed to MSUR and Bay also sent to:

Connell Foley LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311  
Attn: James C. McCann, Esq.

C.7. The covenants, obligations, reservations, and other provisions in this Agreement are binding on BAY and MSUR and all who succeed to BAY's and MSUR's rights and responsibilities, including BAY's and MSUR's successors in title and interest, and assigns. The covenants, restrictions, exceptions, reservations, obligations, and other provisions in this

Agreement can be enforced by BAY and MSUR and all who succeed to BAY's and MSUR's rights and responsibilities, including BAY's and MSUR's successors in title and interest, and assigns.

C.8. This Agreement shall be construed and governed by the laws of the State of New Jersey.

C.9. Any paragraph or section of this Agreement that pertains to the Provost Street Improvements shall remain in full force and effect in perpetuity unless the City ceases to use Provost Street as a part of Provost Square Plaza consistent with the intent and purpose of the Power House Arts District Redevelopment, at which time this Agreement shall immediately terminate.

**[ THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW ]**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the  
day and year first above written.

WITNESS:

126-142 MORGAN STREET URBAN RENEWAL, LLC

\_\_\_\_\_

By:

\_\_\_\_\_  
Name:  
Title

WITNESS:

134 BAY STREET, LLC

\_\_\_\_\_

By:

\_\_\_\_\_  
Name:  
Title

ATTEST:

CITY OF JERSEY CITY  
a Municipal Corporation

\_\_\_\_\_  
ROBERT BYRNE

By:

\_\_\_\_\_  
Brian Platt  
Business Administrator

Approved as to Legal Form

\_\_\_\_\_  
RAYMOND P. REDDINGTON  
ASSISTANT CORPORATION  
COUNSEL

**EXHIBIT A**

**DESCRIPTION OF AREA OWNED BY MSUR AND TO BE DEDICATED TO THE CITY  
OF JERSEY CITY**






DESCRIPTION  
LOT 1 BLOCK 11505  
PROVOST PLAZA EASEMENT  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South  $83^{\circ}44'23''$  East a distance of 74.58 feet thence,
2. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North  $83^{\circ}44'23''$  West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 66.50 feet; thence,
5. By a line thru Lot 1 in Block 11505, South  $83^{\circ}44'23''$  East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South  $05^{\circ}34'42''$  West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North  $83^{\circ}44'23''$  West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North  $06^{\circ}15'37''$  East a distance of 266.01 feet to the point of beginning;

Containing 14,405.8 square feet of land, more or less;

Subject to easements of record

  
Paul B. Higgins, Professional Land Surveyor  
New Jersey License Number 34004

N:\Projects\New Jersey\2800-Provost Square\Surv Dept\Legal\Easements\2800 Provost Plaza Easement.docx

ESE Consultants, Inc.  
96 Route 173 West, Suite 1B - Hampton, NJ 08827

p: 908.638.5270 - f: 908.638.5214



**EXHIBIT B**

**EAST PROPERTY FINAL SITE PLAN SHOWING EAST  
PROPERTY PLAZA IMPROVEMENTS**

**This Exhibit includes:**

**Sheet C-2- Site Plan last dated February 12, 2016;**

**Sheet C-3 - Grading and Utility Plan last dated February 12, 2016;**

**Sheet L-1- Streetscape and Landscape Plan with Landscape Plan Detail last dated February  
12, 2016;**

**Sheet L-2- Lighting Plan and Lighting Plan Detail last dated February 12, 2016.**

**Note: A complete copy of the Final Site Plans approved for Provost Square II, including the  
East Property Plaza Improvements, signed by the Jersey City Planning Board Chairman on  
March 2, 2016 are on file in the Jersey City Division of Planning, 1 Jackson Square (AKA  
360 MLK Drive) Jersey City, NJ 07305-371730.**

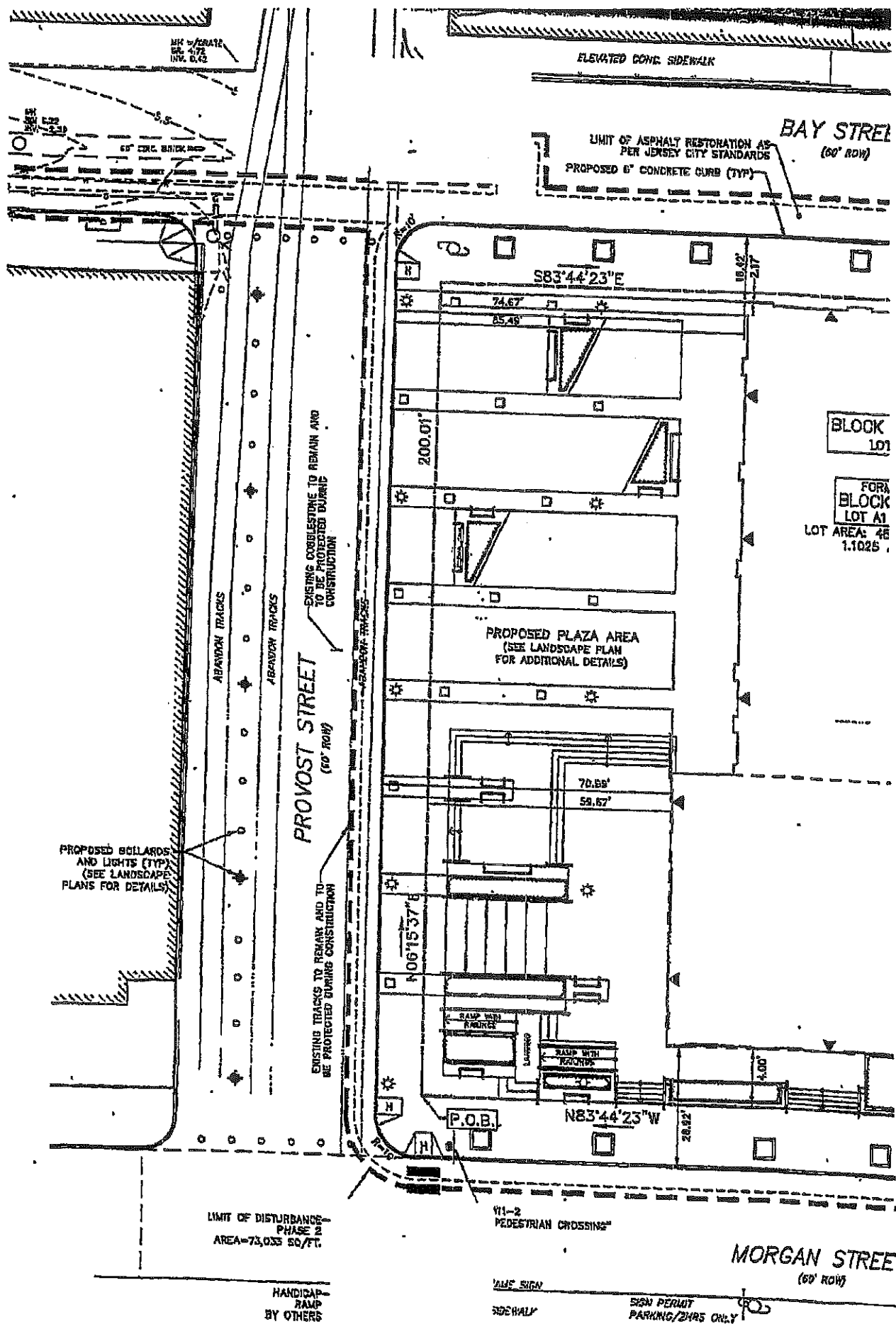
**(EXHIBIT B CON'T)**

**SITE PLAN**

**SHEET C - 2**

**OF**

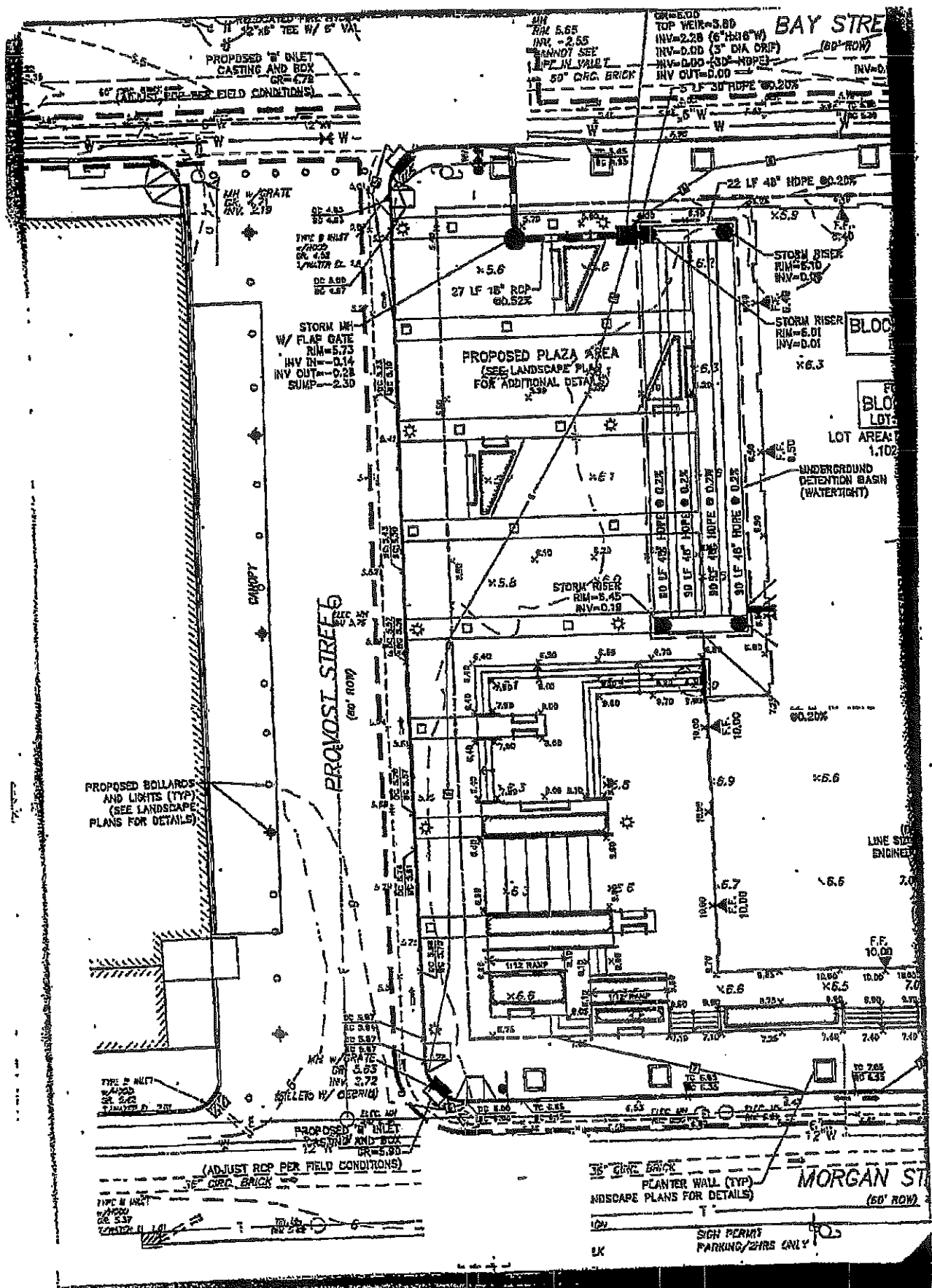
**EAST PROPERTY FINAL SITE PLAN**



**(EXHIBIT B CON'T)**  
**GRADING AND UTILITY PLAN**

**PAGE C-3**

**OF EAST PROPERTY FINAL SITE PLAN**



**(EXHIBIT B CON'T)**

**STREETSCAPE**

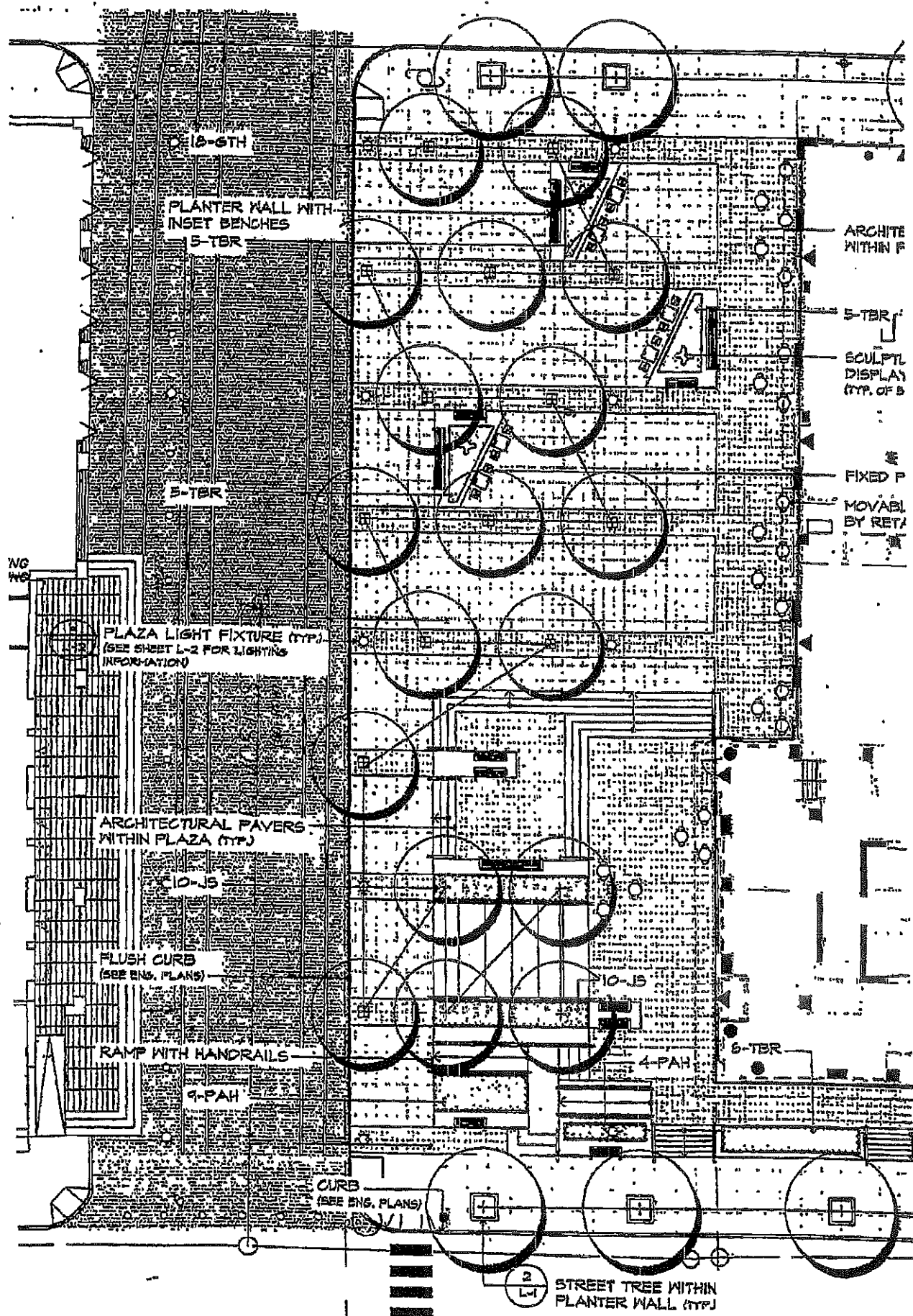
**LANDSCAPE PLAN**

**PAGE L-1**

**OF**

**EAST PROPERTY FINAL SITE PLAN**





**(EXHIBIT B CON'T)**

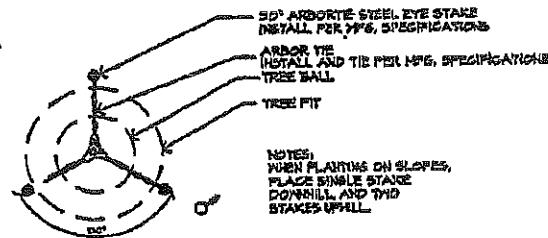
**STREETSCAPE**

**LANDSCAPE PLAN**

**DETAIL**

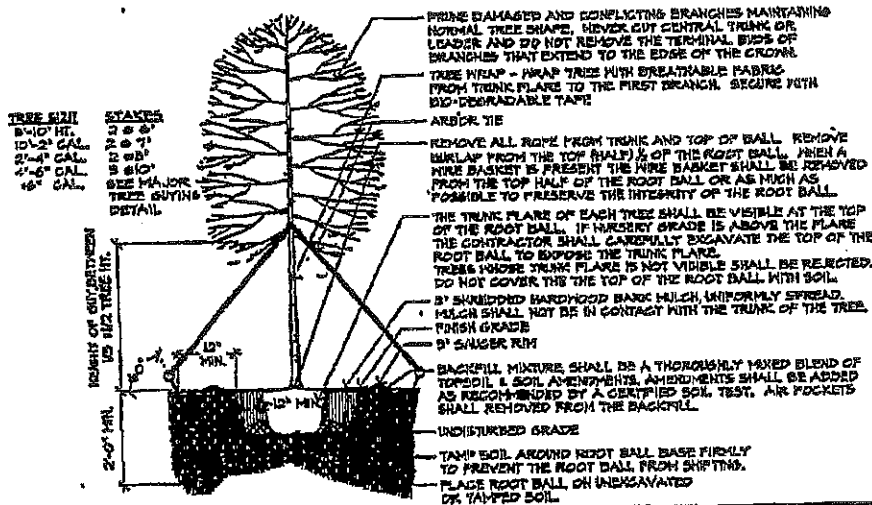
**PAGE L-1**

**EAST PROPERTY FINAL SITE PLAN**



DISTANCE APPROXIMATELY  
EQUAL TO HEIGHT OF ATTACHMENT.

PLAN



SECTION

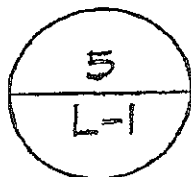
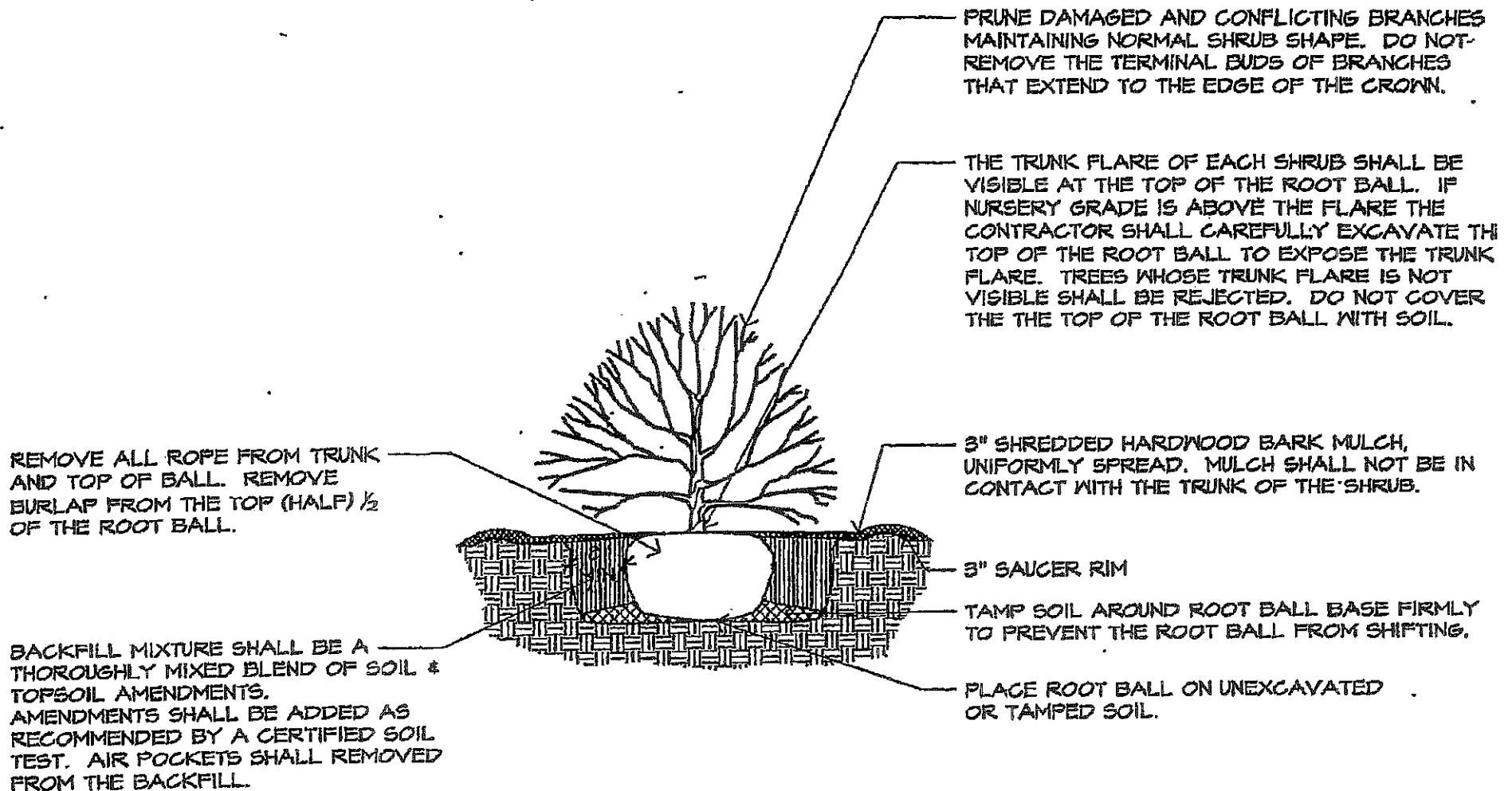
- NOTES:
- CONTRACTOR SHALL PARTIALLY FILL WITH WATER A REPRESENTATIVE NUMBER OF PITS IN EACH AREA OF THE PROJECT PRIOR TO PLANTING TO DETERMINE IF THERE IS ADEQUATE PERCOLATION. IF IT DOESN'T PERCOLATE, MEASURES MUST BE TAKEN TO ASSURE PROPER DRAINAGE BEFORE PLANTING.
  - CONTRACTOR SHALL REMOVE STAKING, GUYING AND WRAP AT END OF GUARANTEE PERIOD. AN PLANTING MUST BE GUARANTEED FOR ONE FULL GROWING SEASON FROM THE TIME OF FINAL ACCEPTANCE BY THE OWNER OR GOVERNING AUTHORITY.
  - ON ALL FALL PLANTINGS THE CONTRACTOR SHALL WRAP THE TREES SPECIFIED BY THE LANDSCAPE ARCHITECT (ACER SPEC) FROM THE TRUNK PLANE TO THE FIRST BRANCH. TREE WRAP SHALL BE REMOVED BY APRIL 1. TREE WRAP SHALL BE BREATHABLE AND AS APPROVED BY THE LANDSCAPE ARCHITECT.
  - TREE WRAP SHALL BE INSTALLED AT THE TIME OF PLANTING AND BE REMOVED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
  - TREE WRAP SHALL BE REMOVED NO LATER THAN 12 MONTHS AFTER PLANTING.
  - TREES WHOSE NORTH ORIENTATION IS NOT CHANGED FROM THE NURSERY DO NOT NEED TO BE WRAPPED UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
  - GUYE ON MULTI-STEM TREES TO BE MADE ON HEAVIEST BRANCHES OF PLANT.

4

L-1

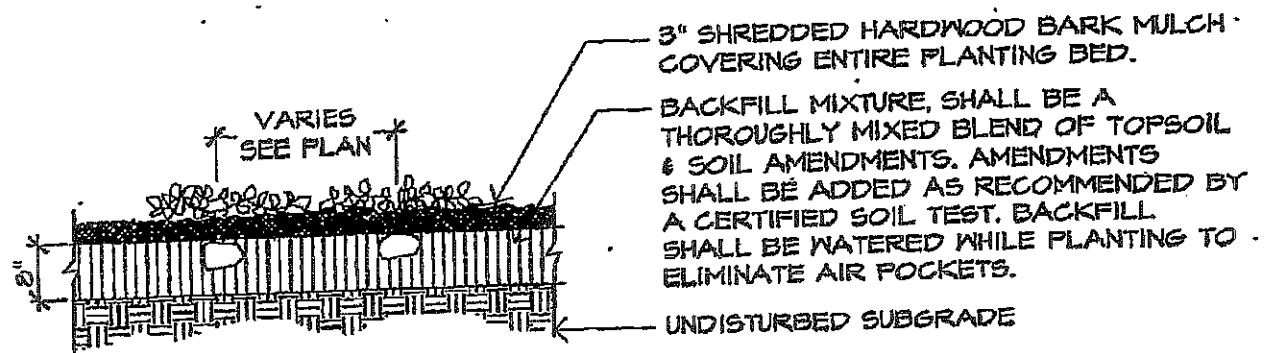
DETAIL: 3" CAL. OR GREATER DECIDUOUS TREE

SCALE: N.T.S.



## DETAIL: GROUNDCOVER PLANTING

SCALE: N.T.S.



6

L-1

DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.

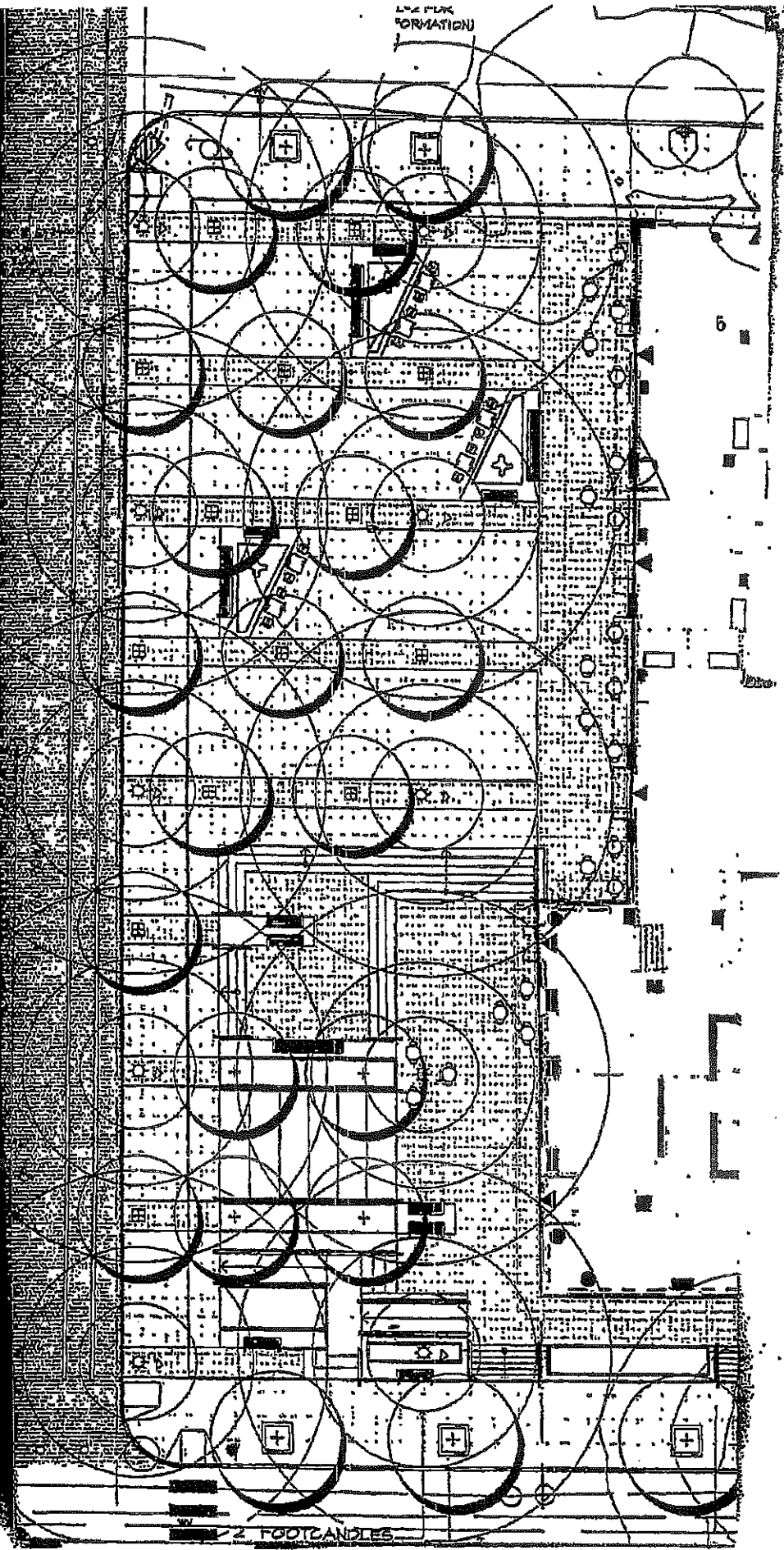
**(EXHIBIT B CON'T)**

**STREETSCAPE  
LIGHTING PLAN**

**PAGE L-2**

**OF EAST PROPERTY FINAL SITE PLAN**

LINE FORMATION



2 FOOTCANDLES

**(EXHIBIT B CON'T)**

**STREETSCAPE**

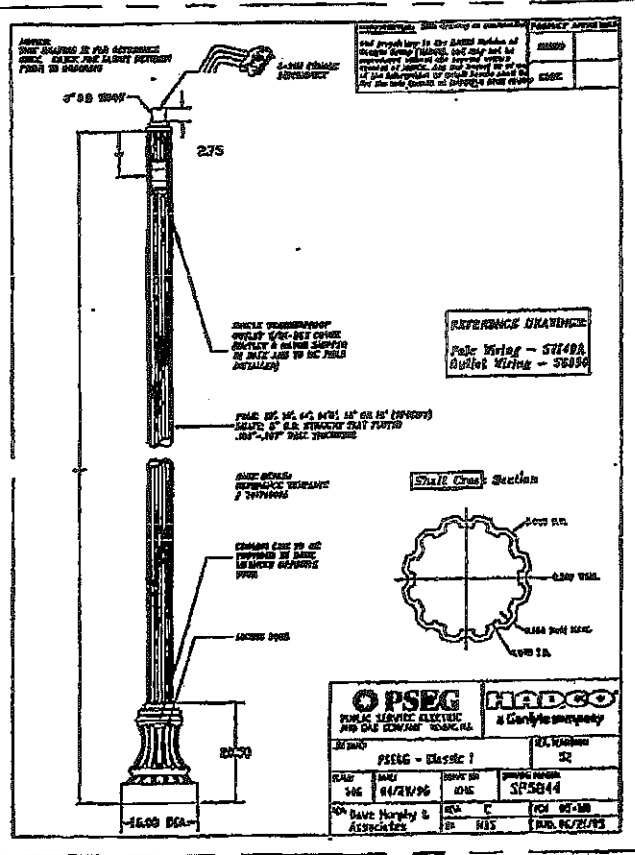
**LIGHTING PLAN DETAIL**

**PAGE L-2**

**OF**

**EAST PROPERTY FINAL SITE PLAN**





L-2

### DETAIL: STREETSCAPE LIGHT FIXTURE AND POLE

SCALE: N.T.S.

# Kipp Post

QL Induction

Designer: Alfred Domann

Types:

Projects:

Catalog Numbers:

30.4" DIA  
(177)

INJECTION MOLDED U.V. AND WEATHER  
RESISTANT (ASA) TOP SHADE AND EDGE  
BAND FINISHED IN WHITE FOR NATURAL  
PAINTED ALUMINUM VERSIONS  
OR BLACK FOR BLACK VERSIONS

INJECTION MOLDED U.V. STABILIZED  
CLEAR POLYCARBONATE ENCLOSURE

INJECTION MOLDED WHITE OPAL ACRYLIC  
CORCAL OR FLUOR

MAXIMUM LAMP  
1/0 PMWOL  
(SUPPLIED BY LOUIS POULSEN LIGHTING  
INC.)

THE CAST ALUMINUM TENSION SUPPORT  
WITH THREE SUPPORT ARMS (TWO  
HINGED FOR RELAMPING) WITH NATURAL  
PAINTED ALUMINUM, OR BLACK POWDER  
COATED FINISH

THE CAST ALUMINUM TENSION SUITABLE FOR  
416" ID POLE

GENERATOR FOR 15W QL 120V/277V  
(SUPPLIED BY LOUIS POULSEN LIGHTING  
INC.)

THREE  
1. TENSION HOY DC  
2. TENSION HOY AC  
3. TENSION HOY DC/AC

100% POLYMER LIGHTING, INC., 3100 Madison Parkway, Fort Lauderdale, FL 33311 Telephone: (561) 349-2525 Fax: (561) 349-2527

www.louispoulsen.com

3

L-2

DETAIL: PLAZA LIGHT FIXTURE

# Kipp Post

post tops/poles & cable hung

QL Induction



Post Top  
Post Top Pole  
Post Top Pole  
Post Top Pole  
Post Top Pole  
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Post Top Pole

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Post Top Pole

Post Top Pole	Post Top Pole
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Post Top Pole	Post Top Pole	Post Top Pole	Post Top Pole
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Post Top Pole

Concept  
The Post Top Pole is a revolutionary design that combines the strength and durability of the top pole with the flexibility of the light fixture to create a unique and versatile lighting solution. The design of the Post Top Pole is based on the principles of structural engineering and lighting design.

Materials  
The Post Top Pole is constructed from high-strength aluminum and features a powder-coated finish for durability and resistance to corrosion.

Features  
The Post Top Pole features a unique design that allows for easy installation and removal. The design of the Post Top Pole is based on the principles of structural engineering and lighting design.

Mounting  
The Post Top Pole is mounted on a standard 416" ID pole. The design of the Post Top Pole is based on the principles of structural engineering and lighting design.

Weight  
The Post Top Pole weighs approximately 100 lbs. The design of the Post Top Pole is based on the principles of structural engineering and lighting design.

Light  
The Post Top Pole is available in a variety of light colors. The design of the Post Top Pole is based on the principles of structural engineering and lighting design.

Post Top Pole	Post Top Pole	Post Top Pole	Post Top Pole	Post Top Pole	Post Top Pole
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11.777	11.777	11.777	11.777	11.777	11.777
11.777	11.777	11.777	11.777	11.777	11.777

Technical Notes  
1. The Post Top Pole is designed to be used with a standard 416" ID pole.  
2. The Post Top Pole is available in a variety of light colors.  
3. The Post Top Pole weighs approximately 100 lbs.

Notes  
1. The Post Top Pole is designed to be used with a standard 416" ID pole.  
2. The Post Top Pole is available in a variety of light colors.  
3. The Post Top Pole weighs approximately 100 lbs.

Post Top Pole

100% POLYMER LIGHTING, INC., 3100 Madison Parkway, Fort Lauderdale, FL 33311 Telephone: (561) 349-2525 Fax: (561) 349-2527

www.louispoulsen.com

SCALE: N.T.S.

**EXHIBIT C**

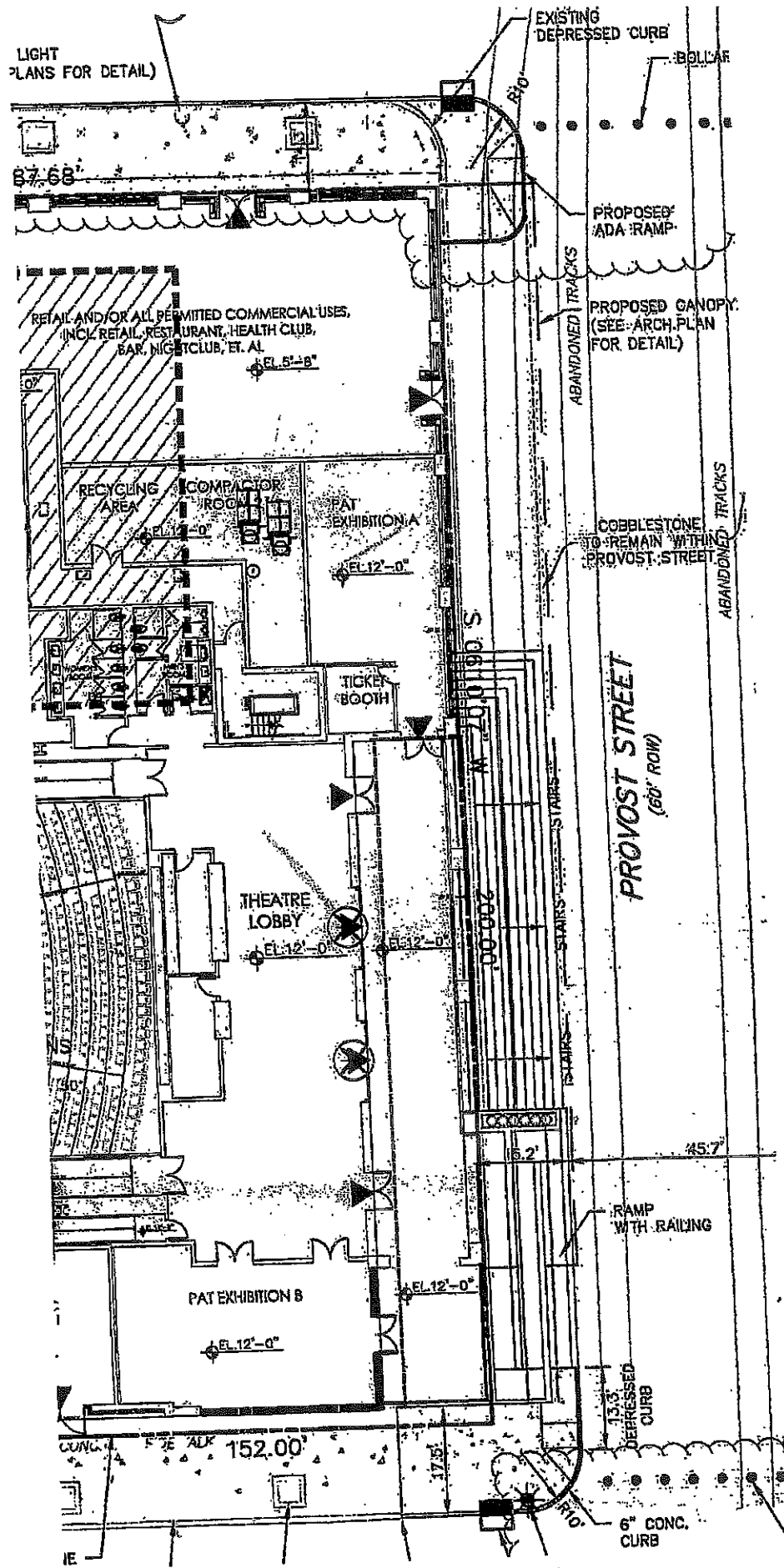
**WEST PROPERTY FINAL SITE PLAN SHOWING  
PROVOST STREET IMPROVEMENTS**

**This Exhibit includes:**

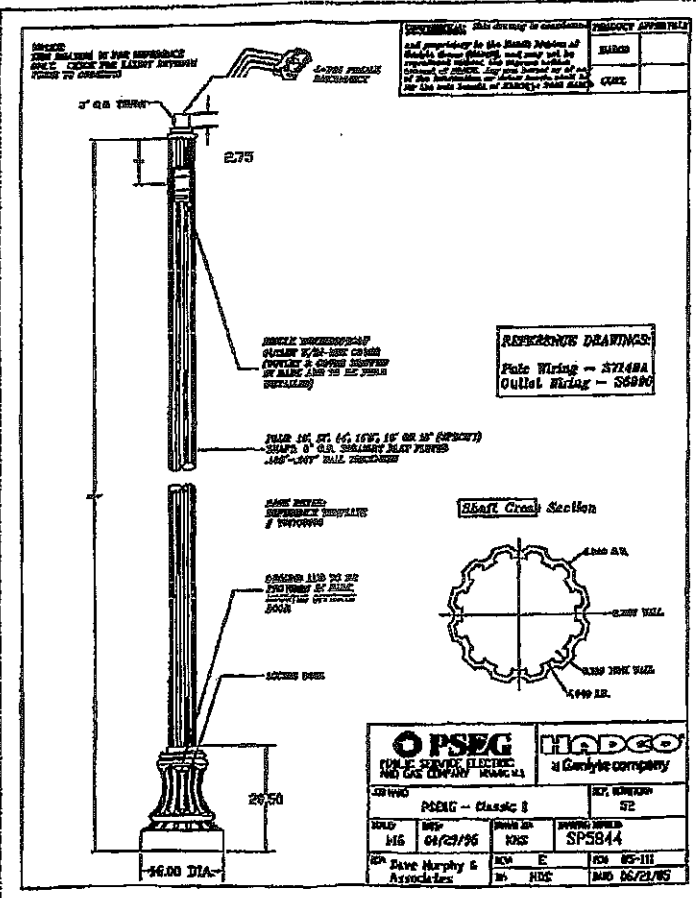
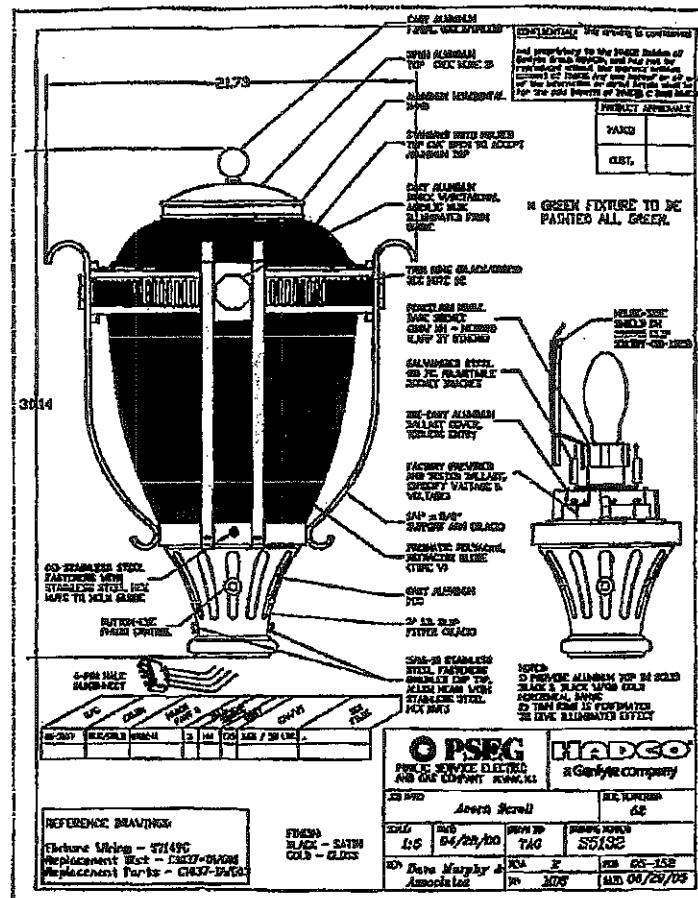
**Sheet C-2- Site Plan last dated February 8, 2019;**

**Sheet L-1- Streetscape and Landscape and Lighting Plan last dated February 8, 2019.**

**Note: A complete copy of the Final Site Plans approved for Provost Square III, including the Provost Street Improvements, signed by the Jersey City Planning Board Chairman on March 13, 2019 is on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive), Jersey City, NJ 07305-3717.**



1  
L-1  
STREETSCAPE - LANDSCAPE PLAN

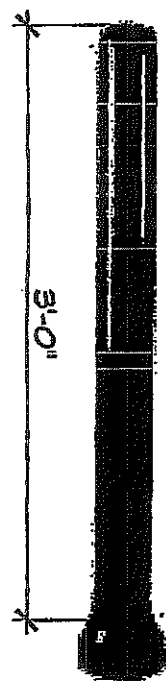


2  
L-1  
DETAIL: POLE MOUNTED LIGHT

SCALE: N.T.S.

2  
L-1

## DETAIL: POLE MOUNTED LIGHT



36" HT. BOLLARD  
COLOR: TO MATCH PLAZA  
LIGHT FIXTURE  
INSTALL PER MFG.  
RECOMMENDATIONS

3  
L-1

## DETAIL: BOLLARD

SCALE: N.T.S.

**EXHIBIT D**

**COMPOSITE SITE PLAN SHOWING AREA OF PROVOST SQUARE PLAZA**





**EXHIBIT E**

**FORM OF MAINTENANCE BOND**

**FORM**

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ Urban Renewal, LLC, having offices \_\_\_\_\_  
\_\_\_\_\_, as Principal and  
\_\_\_\_\_, as Surety, are held and firmly bound and indebted  
to the City of Jersey City, Oblige in the penal sum of Fifteen Thousand (\$15,000.00) Dollars for  
payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs,  
executors and assigns, themselves and its successors and assigns, jointly and severally, firmly  
by these presents.

The conditions of this obligation are such, that \_\_\_\_\_  
\_\_\_\_\_ has completed the construction of a \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_ property  
identified on the Tax Collector's Map of the City of Jersey City as Block \_\_\_\_\_, Lot \_\_\_\_\_  
and has agreed to guarantee the construction, including all materials and workmanship  
(collectively the "Work") for a period of two (2) years from the date hereof.

This Maintenance Bond shall inure to the benefit of the Oblige only and no other party  
shall acquire any rights hereunder.

NOW THEREFORE, IF SAID, \_\_\_\_\_ shall  
guarantee the Work for a period of two (2) years from the date hereof, then this obligation shall  
be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
URBAN RENEWAL, LLC  
A New Jersey limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Signatory

by: \_\_\_\_\_  
Surety Attorney-in-fact (Signature and Print Name)

**EXHIBIT F**

**FORM OF DEED OF EASEMENT**

Prepared by:

James C. McCann, Esq.

**DEED OF EASEMENT**  
**DEDICATING CERTAIN LAND AND**  
**IMPROVEMENTS AS A PUBLIC PLAZA**

This Deed is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019,

**BETWEEN** 126-142 MORGAN STREET URBAN RENEWAL, LLC, a New Jersey Limited Liability Company, whose address is 1000 Maxwell Lane, Hoboken, NJ 07030, referred to as the "Grantor",

**AND** CITY OF JERSEY CITY, a Municipal Corporation, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the "Grantee".

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Jersey City, part of **Block No. 11505, Lot No. 1** (formerly known as a part of Block No. 140, Lot No. A.1 and B.1) more particularly described on **Exhibit A** attached hereto and made a part hereof (the "East Property").

**WITNESSETH**, that the Grantor, for and in consideration of the mutual promises made by each of the respective parties, and the Grantee being herewith fully satisfied, does by these presents remise, release and convey unto Grantee an easement in perpetuity over, across and through the Property with all of its rights and appurtenances, subject to certain easements, agreements, rights of entry, and reservations, and the conditions, exceptions, and reservations hereinafter expressed to hold for Grantee's use and benefit now and forever. The Grantee being herewith fully satisfied, does hereby accept the easement described herein in its "as is" condition, without any representation or warranty with respect to fitness for use or otherwise.

- 1) The easement conveyed to Grantee herein consists of the following:

A non-exclusive public access easement for the perpetual use of the surface of that certain land described on **Exhibit "A"** attached

hereto and made a part hereof located in the City of Jersey City, County of Hudson and State of New Jersey (the "East Property"), improved as part of a pedestrian plaza containing that certain landscaping, curbs, lighting equipment, pedestals for the display of public art, railings, trees, walkways, and other decorative landscape and hardscape elements, which are shown on **Exhibit "B"** attached hereto and made a part hereof (the "East Property Plaza Improvements").

- 2) In connection with the grant of this easement, the Grantor covenants that:
- a) Grantor shall perform the maintenance of the East Property Plaza Improvements as required by **Schedule 1** attached hereto and made a part hereof (hereinafter the "Regular Maintenance Requirements") at the sole cost and expense of Grantor.
  - b) Grantor shall provide water to the East Property to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements, at the sole cost and expense of Grantor; however, Grantor shall not be required to provide water for the public's use of the East Property Plaza Improvements.
  - c) Grantor shall indemnify, defend and hold harmless the Grantee, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with Grantor's failure to perform the Regular Maintenance Requirements in the East Property Plaza Improvements other than liability arising out of the sole negligence or intentional or wanton or willful acts or omissions of the Grantee.
  - d) Grantor and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with Grantor's obligation to perform Regular Maintenance Requirements. Grantor shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantee and any officer, employee, agent or contractor of the Grantee as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the Grantee. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantor at the time of its delivery of this Deed of Easement, and renewal certificates of insurance shall be provided annually.

e) In the event the Grantee determines that Grantor has failed to timely perform any of the Regular Maintenance Requirements the Grantee shall give Grantor thirty (30) days written notice to cure such failure. If after thirty (30) days, Grantor has not cured such failure, the Grantee shall have the right to perform such required maintenance and Grantor agrees to pay the Grantee its costs and expenses to perform these services. In the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to Grantor. The amount of any fine shall not exceed the reasonable cost to cure Grantor's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if Grantor promptly complies with its obligations under this Agreement. In the event that Grantor receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the Grantee shall be entitled to demand that Grantor provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the Grantor's delivery of the Bond to the Grantee, in the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving Grantor fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy Grantor's non-compliance with this Agreement. In the event the Grantee draws down on the Bond, it shall provide written notice to Grantor and Grantor shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the Grantee and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the Grantee or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for the building and other private improvements constructed on Block 11505, Lot 1. The Grantee shall be permitted, in its sole and absolute discretion, and without the consent of the Grantor to delegate its enforcement authority under this paragraph to the Jersey City Planning Board.

3) In connection with the conveyance of this easement, the Grantee covenants that:

a) Grantee shall pay full cost and expense of electricity required for public use of the East Property Plaza Improvements including but not limited to all lighting installed therein and shown of **Exhibit B** attached hereto and made a part hereof.

- b) Grantee shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the East Property and East Property Plaza Improvements including Chapter 239-1 et. seq. of the Jersey City Municipal Code for the benefit of the public including the occupants of any building or other private improvements constructed on Block 11505, Lot 1 by Grantor.
- c) Grantor shall have an easement in perpetuity to use and enjoy the East Property and East Property Plaza Improvements in the same manner as the general public.
- d) Grantor shall have the right to close all or portions of the East Property and East Property Plaza Improvements from time to time for a reasonable period of time during regular business hours to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements. Such closure may be for such duration as reasonably necessary to adequately perform the required maintenance. Except in the case of an emergency, Grantor shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section 5 hereof) of Grantor's intent to close the East Property to perform maintenance thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that Grantor closes the East Property for an unreasonable period of time in order to perform maintenance, it shall constitute a breach of Grantor's obligations hereunder and the City and the Planning Board shall have the rights and remedies against Grantor granted to them under Section 2.e of this Deed.
- e) Following the expiration of the East Property Plaza Improvement Bond, the Grantee shall be responsible for the repair and replacement of all improvements in the East Property Plaza Improvements at the Grantee's sole cost and expense unless such repair or replacement is made necessary because of the negligent or willful acts or omissions of Grantor.
- f) Following the expiration of the East Property Plaza Improvement Bond, when the East Property Plaza Improvements, or any portion thereof, is in need of repair or replacement the Grantee shall make such replacement or repairs, at the Grantee's sole cost and expense, with the same color, type, and quality of improvements and materials initially installed therein by Grantor and specified in **Exhibit B** attached hereto and made a part hereof.
- g) Grantee shall indemnify, defend and hold harmless Grantor, its employees, officers and agents from and against all claims, damages, losses, suits,

actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the East Property or East Property Plaza Improvements or the Grantee's negligent, grossly negligent, or willful actions or omissions in connection with the public's use of the East Property or East Property Plaza Improvements and Grantee's obligation to make repairs or replacements to the East Property Plaza Improvements.

- h) Grantee and any subcontractors retained by it shall obtain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with public's use of the East Property Plaza and Grantee's obligation to make repairs and replacements to the East Property Plaza Improvements. Grantee and its contractors shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantor and any officer, employee, agent or contractor of the Grantor as additional insureds. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantee at the time the Grantee executes this Deed of Easement.
  - i) Notwithstanding anything herein to the contrary, should the Grantee cease using the East Property and East Property Plaza Improvements as a public pedestrian plaza consistent with the intent and purpose set forth in the Powerhouse Arts District Redevelopment Plan the easement granted to the Grantee herein shall immediately terminate and the sole control and use of the East Property and the East Property Plaza Improvements shall revert to the Grantor, forever.
  - j) Notwithstanding anything herein to the contrary, until the owner of Block 11506, Lot 2.01( Adjacent Owner) completes the development of the West Property and the Grantee has accepted the Provost Street Improvements, Adjacent Owner or Grantor shall have the right to temporarily close the East Property and East Property Plaza Improvements without obtaining a permit from the Grantee or any agency of the City of Jersey City should the Adjacent Owner determine, in its sole and absolute discretion, that construction activities or staging activities for the development of the West Property make it unsafe for persons to be on the East Property or the East Property Plaza Improvements.
- 4) The conveyance of this easement is made subject to the following:
- a) All easements on, over across, or below the surface of the East Property, for the benefit of public or private entities for the purpose of installing,



operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the East Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services to serve the East Property and the remainder of Block 1105, Lot 1.

- b) All existing easements, encumbrances, and agreements which have been recorded against the East Property in the Office of the Register of Hudson County prior to the Grantee's acceptance of this Deed of Easement.

The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

The failure of Grantor or Grantee to enforce any easement, covenant, reservation, exception, restriction, limitation or provision created by this Deed of Easement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed of Easement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

The covenants, restrictions, exceptions, reservations, or other provisions made in this Deed of Easement are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions, made in this Deed of Easement can be enforced by Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement are legally binding on Grantee, and all who lawfully succeed to Grantee's rights and responsibilities, including Grantee's successors and assigns. The covenants, restrictions, limitations, reservations, exceptions or other provisions made herein by Grantee can be enforced by Grantee and all future users of the easement, including Grantee's successors and assigns.

The parties acknowledge that a breach of, or failure to comply with the covenants, restrictions and obligations of this Deed of Easement by any party shall cause irreparable harm to the other party. As such, in the event either party breaches, or fails to comply with any covenant, restriction or obligation of this Deed of Easement (whether intentional or not), any other party

shall have the right to sue, at law or in equity, for expedited declaratory relief and specific performance, including a temporary restraining order, preliminary injunction and permanent injunctive relief. Any exercise of such remedies, at law or in equity, shall not be exclusive, and nothing herein contained shall limit, preclude or compromise the enforcement by a non-breaching party of any other rights and remedies it may have at law or in equity including the right to sue for damages for economic loss, special or consequential damages. A breaching party shall pay the reasonable attorneys' fees, expert fees, and court costs (including appeals or any judgment or order) incurred by another party in successfully enforcing its rights under this Deed of Easement. No such breach or failure to perform shall entitle any party to terminate this Deed of Easement.

The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement shall be construed and governed by the laws of the State of New Jersey.

Any capitalized words or term not defined herein shall have the meaning ascribed to them in that certain Plaza Dedication Agreement dated \_\_\_\_\_, 2019 by and among Grantor, Grantee and 134 Bay Street, LLC.

The covenants contained herein shall run with the lands and be construed as running with the lands, and shall be binding upon the parties hereto, their heirs, assigns and successors in title or in interest for as long as the easement continues.

5. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Deed of Easement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Deed; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

(1) 126-142 Morgan Street Urban Renewal, LLC  
95 Christopher Columbus Drive  
Floor 12A  
Jersey City, NJ 07302

(2) City of Jersey City  
Office of the City Clerk  
City Hall, 280 Grove Street  
Jersey City, NJ 07302  
Attn: Robert Byrne, City Clerk

(3) City of Jersey City  
Division of Engineering and Traffic  
13-15 Linden Avenue East  
Jersey City, NJ 07305  
Attn.: Jose Cunha, Municipal Engineer

with a copy of each notice addressed to Grantor also sent to:

James C. McCann, Esq.  
Connell Foley, LLP  
Harborside Financial Center  
2510 East Property Plaza Five  
Jersey City, NJ 07311

City of Jersey City  
Jersey City Law Department  
280 Grove Street  
Jersey City, NJ 07302  
Attn.: Peter Baker, Esq., Corporation Counsel

---

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**IN WITNESS WHEREOF**, the Grantor and Grantee have signed this Deed of Easement as of the date and year first above written.

**GRANTOR:**  
**126-142 MORGAN STREET URBAN RENEWAL,**  
**LLC, a New Jersey Limited Liability Company**

**By:** \_\_\_\_\_, Authorized Signatory

**ATTEST:**

**GRANTEE:**  
**CITY OF JERSEY CITY,**  
**a Municipal Corporation**

\_\_\_\_\_  
Robert Byrne, City Clerk

**By:** \_\_\_\_\_, Business Administrator

STATE OF                               )  
  ) SS.:  
COUNTY OF                           )

**I CERTIFY** that on \_\_\_\_\_ 201\_\_, 126-142 Morgan Street Urban Renewal, LLC by \_\_\_\_\_, Authorized Signatory, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was authorized to and did execute this Deed of Easement as Authorized Signatory of 126-142 Morgan Street Urban Renewal, LLC;
  - (b) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
  - (c) executed this Deed of Easement as the act of the entity.
-

STATE OF NEW JERSEY    )  
  ) SS.:  
COUNTY OF HUDSON     )

I CERTIFY that on \_\_\_\_\_, 201\_\_\_\_, ROBERT BYRNE, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by \_\_\_\_\_ who is the Business Administrator of the City of Jersey City, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf;
- (c) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

\_\_\_\_\_  
ROBERT BYRNE, City Clerk

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Raymond Reddington,  
Attorney at Law/State of New Jersey

**DEED OF EASEMENT**

Dated: \_\_\_\_\_

126-142 MORGAN STREET URBAN  
RENEWAL, LLC,  
a New Jersey Limited Liability  
Company,

Grantor,

***Record and return to:***

City of Jersey City  
Law Department  
City Hall – 280 Grove Street  
Jersey City, NJ 07302  
Attn: Raymond Reddington, Esq.

TO

CITY OF JERSEY CITY,  
a Municipal Corporation,

Grantee.

**EXHIBIT A**

**DESCRIPTION OF AREA OWNED BY MSUR AND TO BE DEDICATED TO THE CITY  
OF JERSEY CITY**




DESCRIPTION  
LOT 1 BLOCK 11505  
PROVOST PLAZA EASEMENT  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South  $83^{\circ}44'23''$  East a distance of 74.58 feet; thence,
2. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North  $83^{\circ}44'23''$  West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 66.30 feet; thence,
5. By a line thru Lot 1 in Block 11505, South  $83^{\circ}44'23''$  East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North  $83^{\circ}44'23''$  West a distance of 124.00 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North  $06^{\circ}15'37''$  East a distance of 200.01 feet to the point of beginning;

Containing 14,605.8 square feet of land, more or less;

Subject to easements of record

  
Paul B. Higgins, Professional Land Surveyor  
New Jersey License Number 34004

N:\Projects\New Jersey\2800-Privost Square\SurvDept\Legals\Easements\2800 Provost Plaza Easement.docx

ESE Consultants, Inc.  
96 Route 173 West, Suite 1B - Hampton, NJ 08827

p: 908.638.5270 • f: 908.638.5214



**THE ROAD**



58344'23"E 74.58'

2047 OF 1947

LOT 7

107.45 8.00

1.2026 ACRES

**PROPOSED  
PLAZA EASEMENT  
14,808.8 SQ. FT.**

**PROPOSED  
BUILDING**

PROVOST STREET  
(69 ROOMS)

**406°15'32"E 200.01'**

14.95

4

S83°4'23"E 84.17'

N63°44'23"W 124.00'

**MORGAN STREET**  
(60' ROW)

**BLOCK 11505, LOT 1  
PLAZA EASEMENT PLAN**

# PROVOST SQUARE

CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

# ESE

**Land Planning  
Engineering  
Land Surveying**

**ES&E Consultants, Inc.**  
96 Route 173 West  
Suite 1B  
Hampton, NJ 08827  
Tel: (908) 638-5270  
Fax: (908) 638-5234

NEW JERSEY Certificate of Authorization No. 240427980000

[illegible]

**EXHIBIT B**

**FINAL SITE PLAN SHOWING EAST  
PROPERTY PLAZA IMPROVEMENTS**

**EXHIBIT B**

**EAST PROPERTY FINAL SITE PLAN SHOWING EAST  
PROPERTY PLAZA IMPROVEMENTS**

**This Exhibit includes:**

**Sheet C-2- Site Plan last dated February 12, 2016;**

**Sheet C-3 - Grading and Utility Plan last dated February 12, 2016;**

**Sheet L-1- Streetscape and Landscape Plan with Landscape Plan Detail last dated February  
12, 2016;**

**Sheet L-2- Lighting Plan and Lighting Plan Detail last dated February 12, 2016.**

**Note: A complete copy of the Final Site Plans approved for Provost Square II, including the East Property Plaza Improvements, signed by the Jersey City Planning Board Chairman on March 2, 2016 are on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive) Jersey City, NJ 07305-371730.**

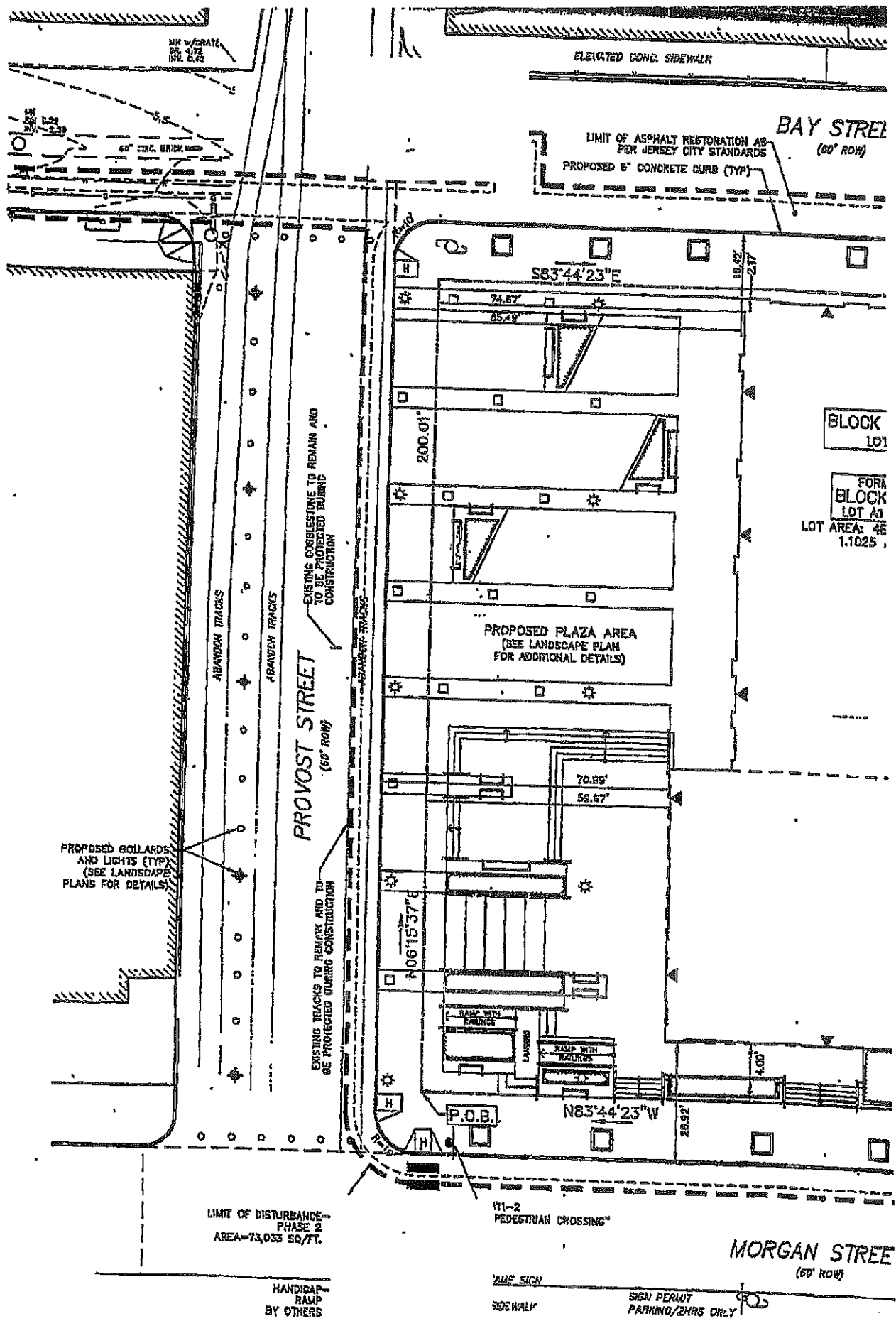
**(EXHIBIT B CON'T)**

**SITE PLAN**

**SHEET C - 2**

**OF**

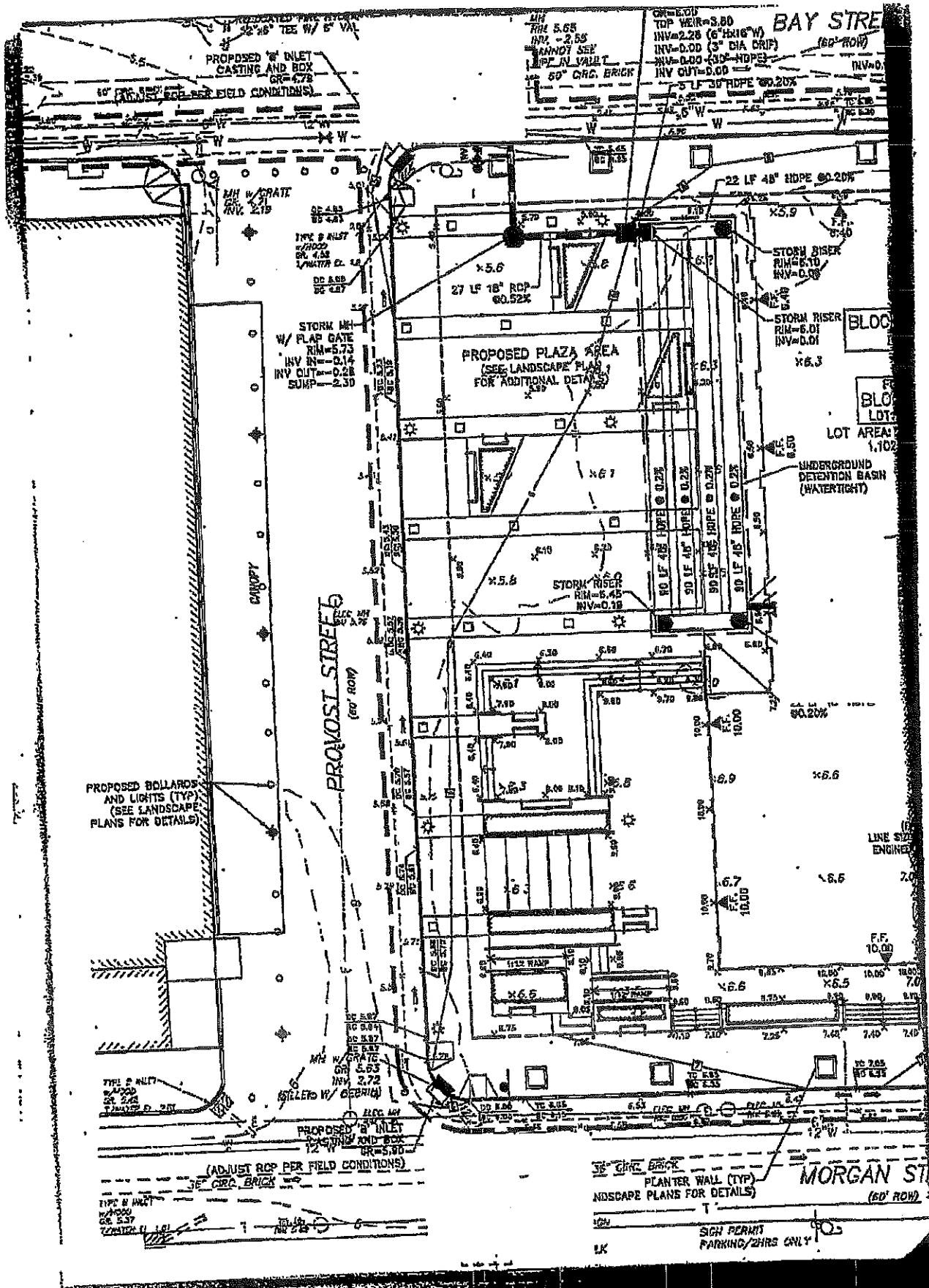
**EAST PROPERTY FINAL SITE PLAN**



**(EXHIBIT B CON'T)**  
**GRADING AND UTILITY PLAN**

**PAGE C-3**

**OF EAST PROPERTY FINAL SITE PLAN**



**(EXHIBIT B CON'T)**

**STREETSCAPE**

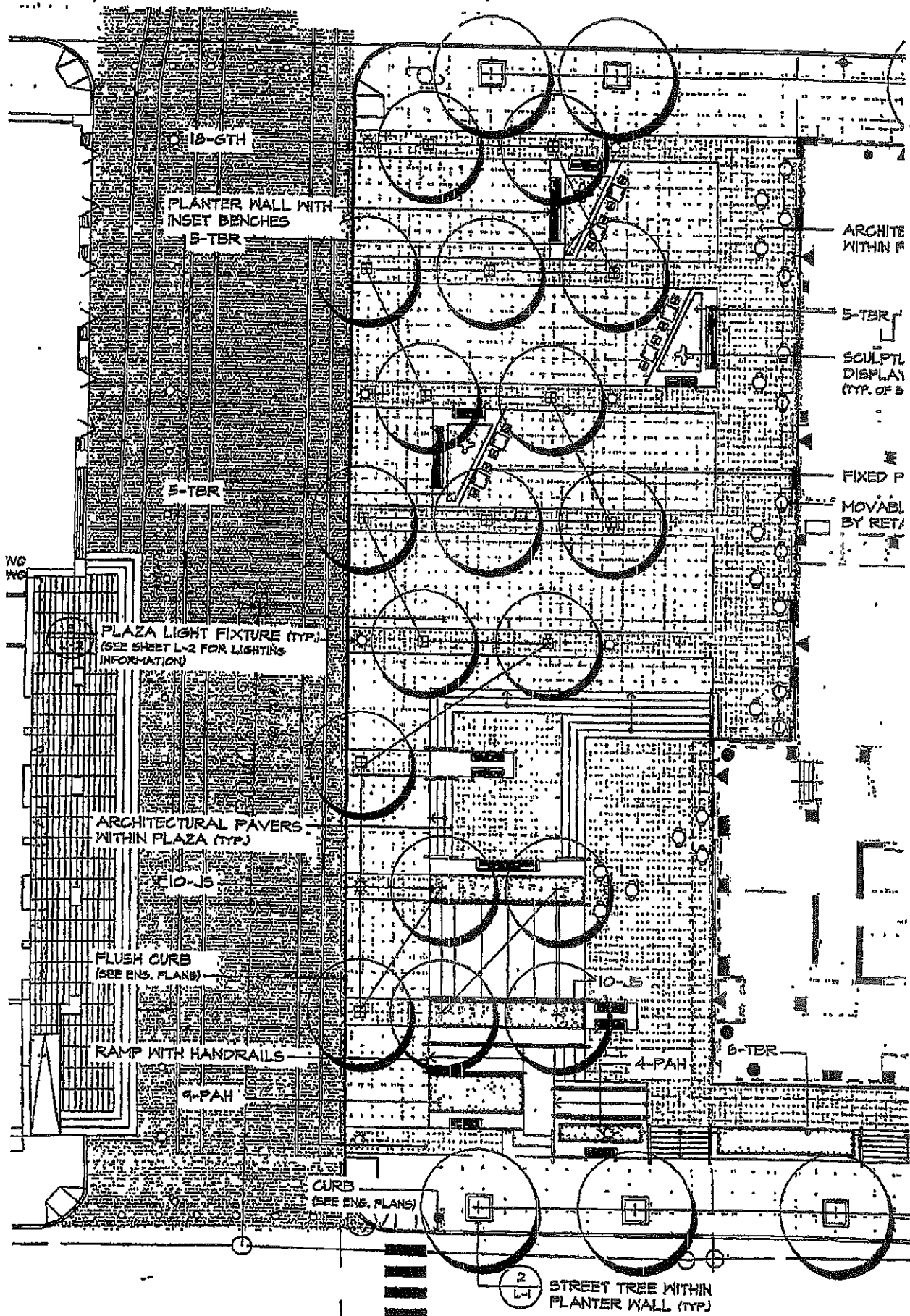
**LANDSCAPE PLAN**

**PAGE L-1**

**OF**

**EAST PROPERTY FINAL SITE PLAN**





**(EXHIBIT B CON'T)**

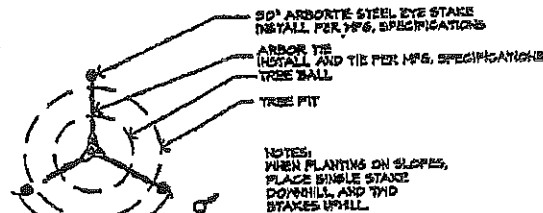
**STREETSCAPE**

**LANDSCAPE PLAN**

**DETAIL**

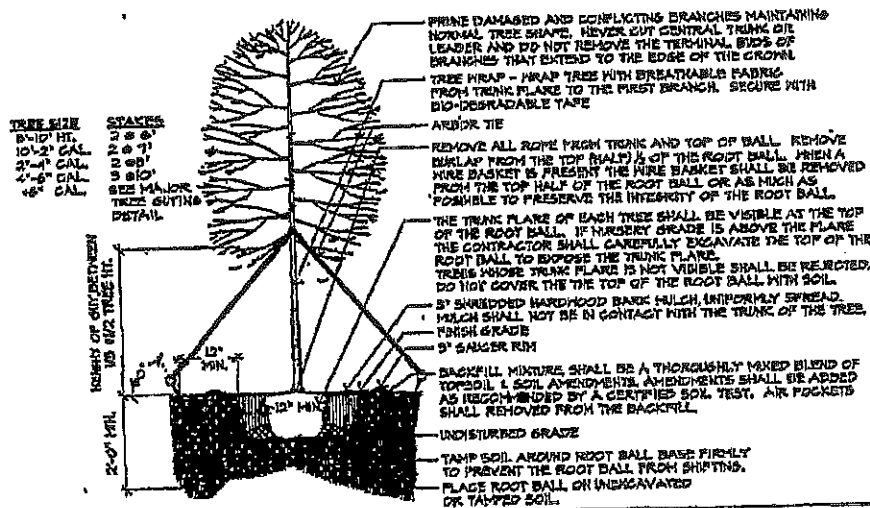
**PAGE L-1**

**EAST PROPERTY FINAL SITE PLAN**



DISTANCE APPROXIMATELY  
EQUAL TO HEIGHT OF ATTACHMENT.

PLAN



SECTION

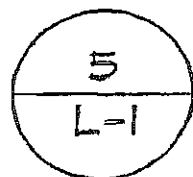
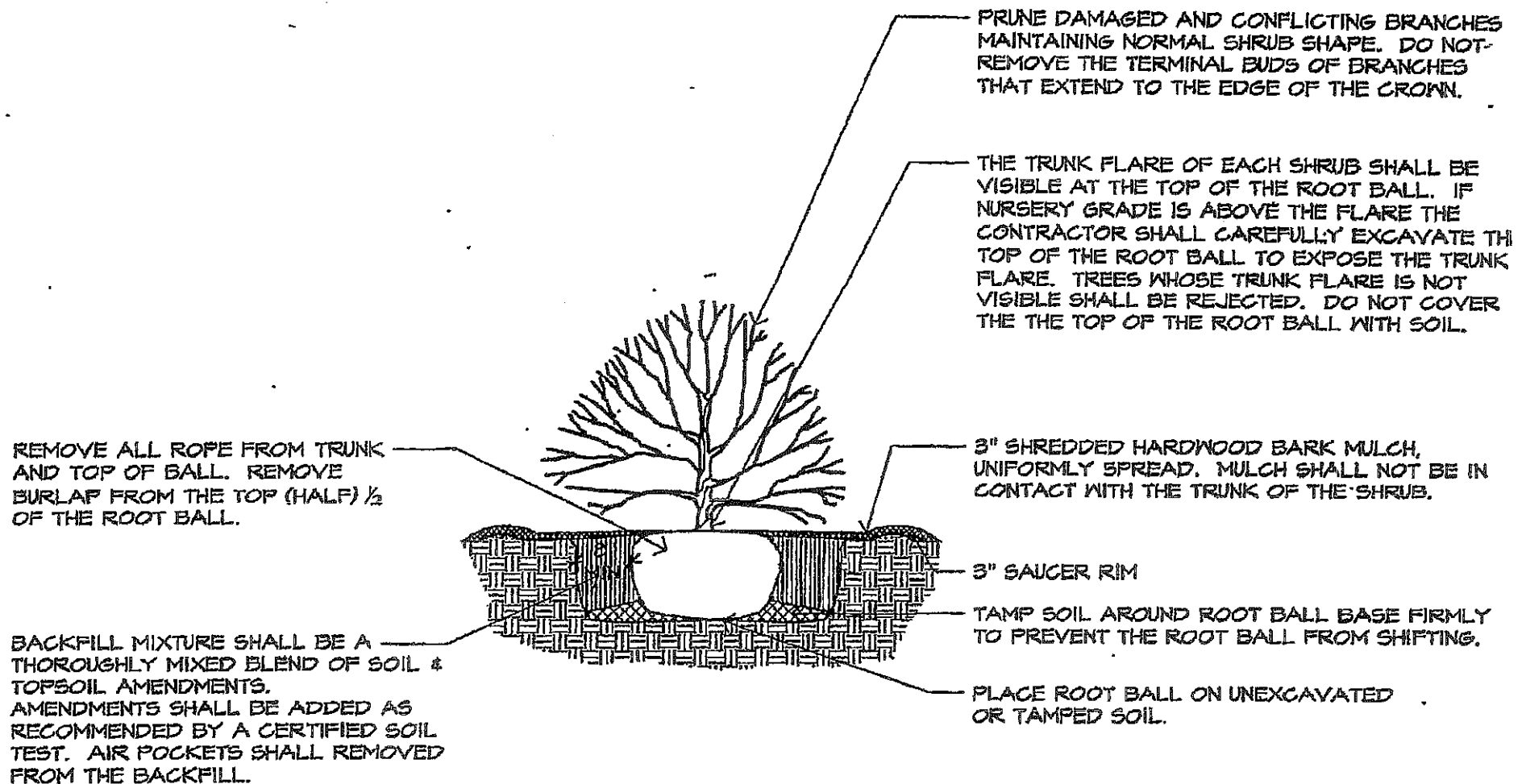
- NOTES:
- CONTRACTOR SHALL PARTIALLY FILL WITH WATER A REPRESENTATIVE NUMBER OF PITS IN EACH AREA OF THE PROJECT PRIOR TO PLANTING TO DETERMINE IF THERE IS ADEQUATE PERCOLATION. IF PIT DOESN'T PERCOLATE, MEASURES MUST BE TAKEN TO ASSURE PROPER DRAINAGE BEFORE PLANTING.
  - CONTRACTOR SHALL REMOVE STAKING, GUTTING AND WRAP AT END OF GUARANTEE PERIOD. ALL PLANTING MUST BE GUARANTEED FOR ONE FULL GROWING SEASON FROM THE TIME OF FINAL ACCEPTANCE BY THE OWNER OR GOVERNING AUTHORITY.
  - ON ALL FALL PLANTINGS THE CONTRACTOR SHALL WRAP THE TREES SPECIFIED BY THE LANDSCAPE ARCHITECT (AGER SUPP) FROM THE TRUNK PLANE TO THE FIRST BRANCH. TREE WRAP SHALL BE REMOVED BY APRIL 1. TREE WRAP SHALL BE BREATHABLE AND AS APPROVED BY THE LANDSCAPE ARCHITECT.
  - TREE WRAP SHALL BE INSTALLED AT THE TIME OF PLANTING AND BE REMOVED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
  - TREE WRAP SHALL BE REMOVED NO LATER THAN 12 MONTHS AFTER PLANTING.
  - TREES WHOSE NORTH ORIENTATION IS NOT CHANGED FROM THE NURSERY DO NOT NEED TO BE WRAPPED UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
  - BUTS OR MULTI-STEM TREES TO BE MADE ON HEAVIEST BRANCHES OF PLANT.

4

L-1

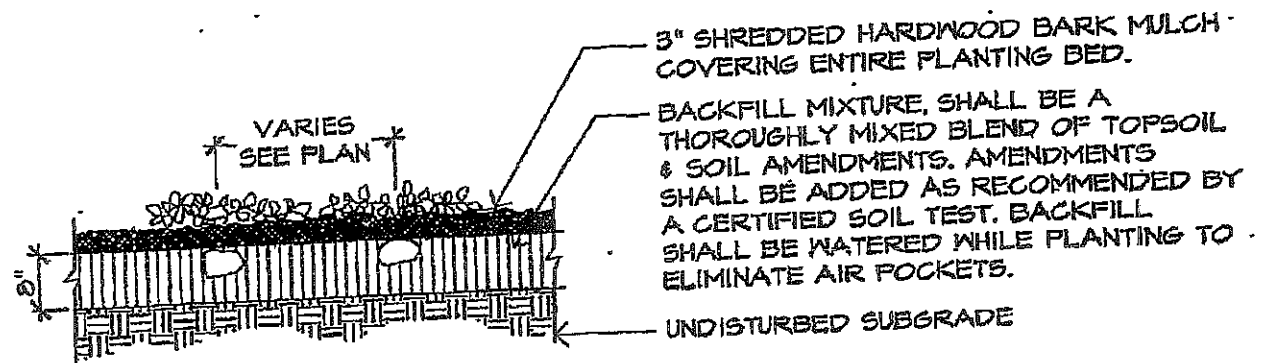
DETAIL: 3" CAL. OR GREATER DECIDUOUS TREE

SCALE: N.T.S.



## DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.



6  
L-1

DETAIL: GROUND COVER PLANTING

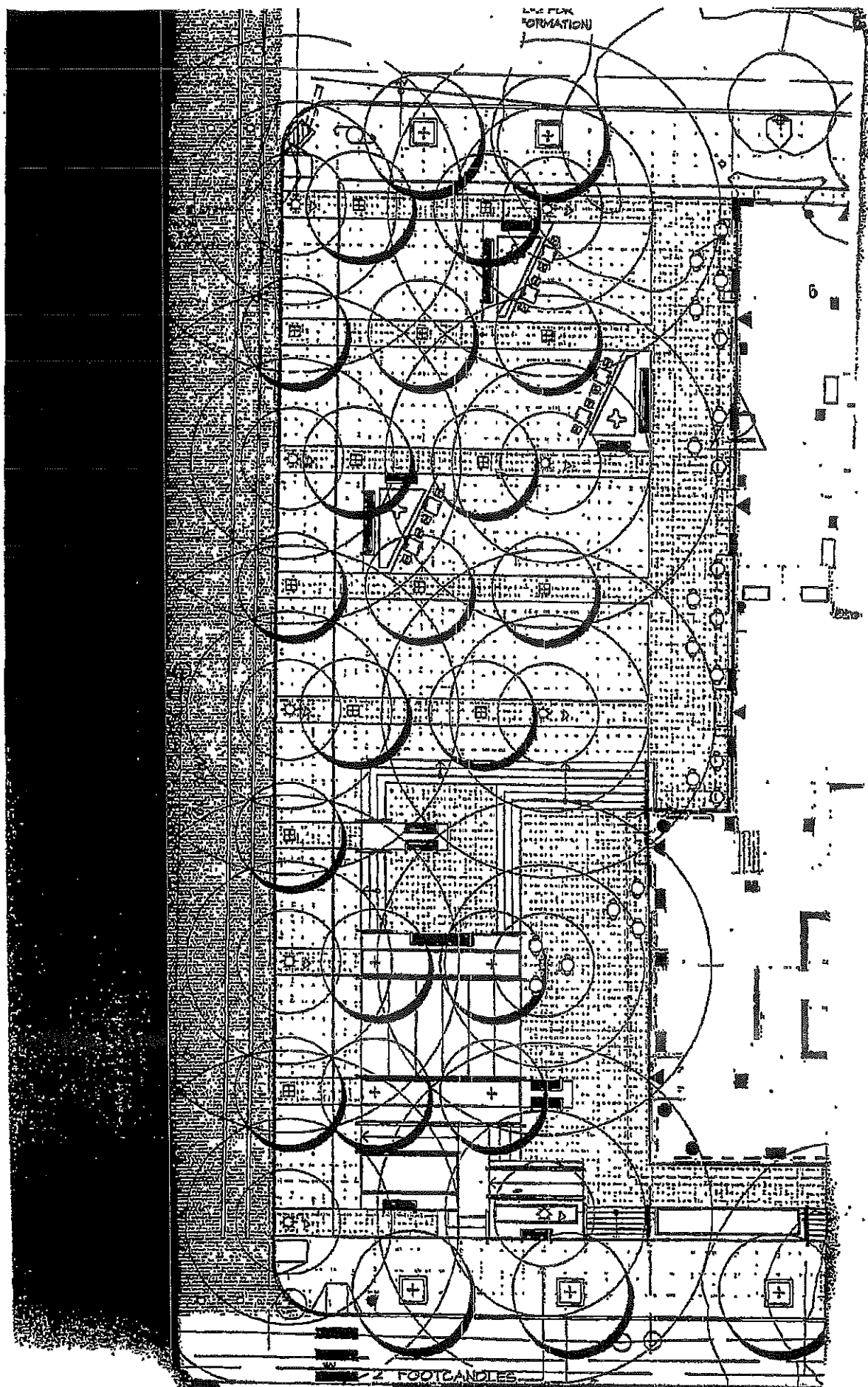
SCALE: N.T.S.

**(EXHIBIT B CON'T)**

**STREETSCAPE  
LIGHTING PLAN**

**PAGE L-2**

**OF EAST PROPERTY FINAL SITE PLAN**



**(EXHIBIT B CON'T)**

**STREETSCAPE**

**LIGHTING PLAN DETAIL**

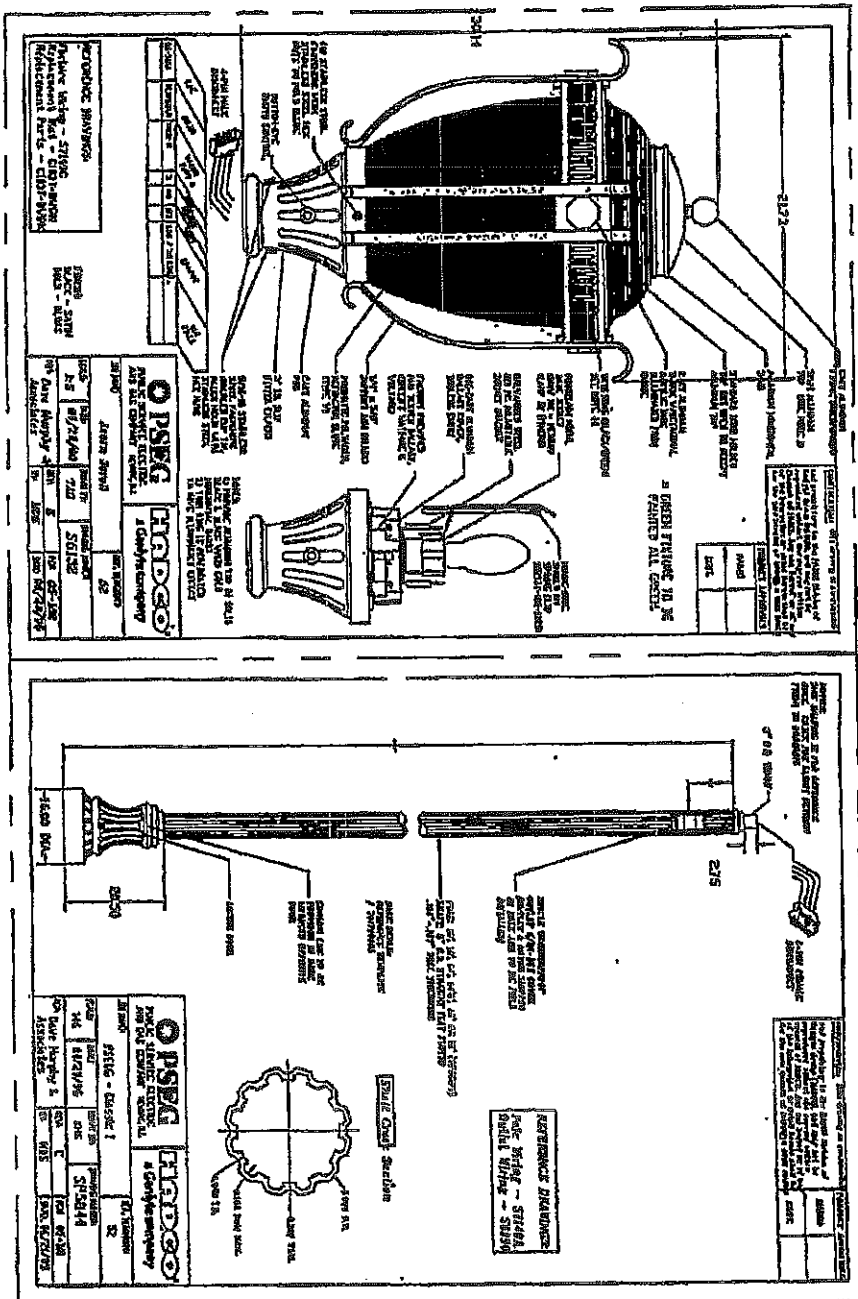
**PAGE L-2**

**OF**

**EAST PROPERTY FINAL SITE PLAN**



## SCALE: N.T.S.





**EXHIBIT C**

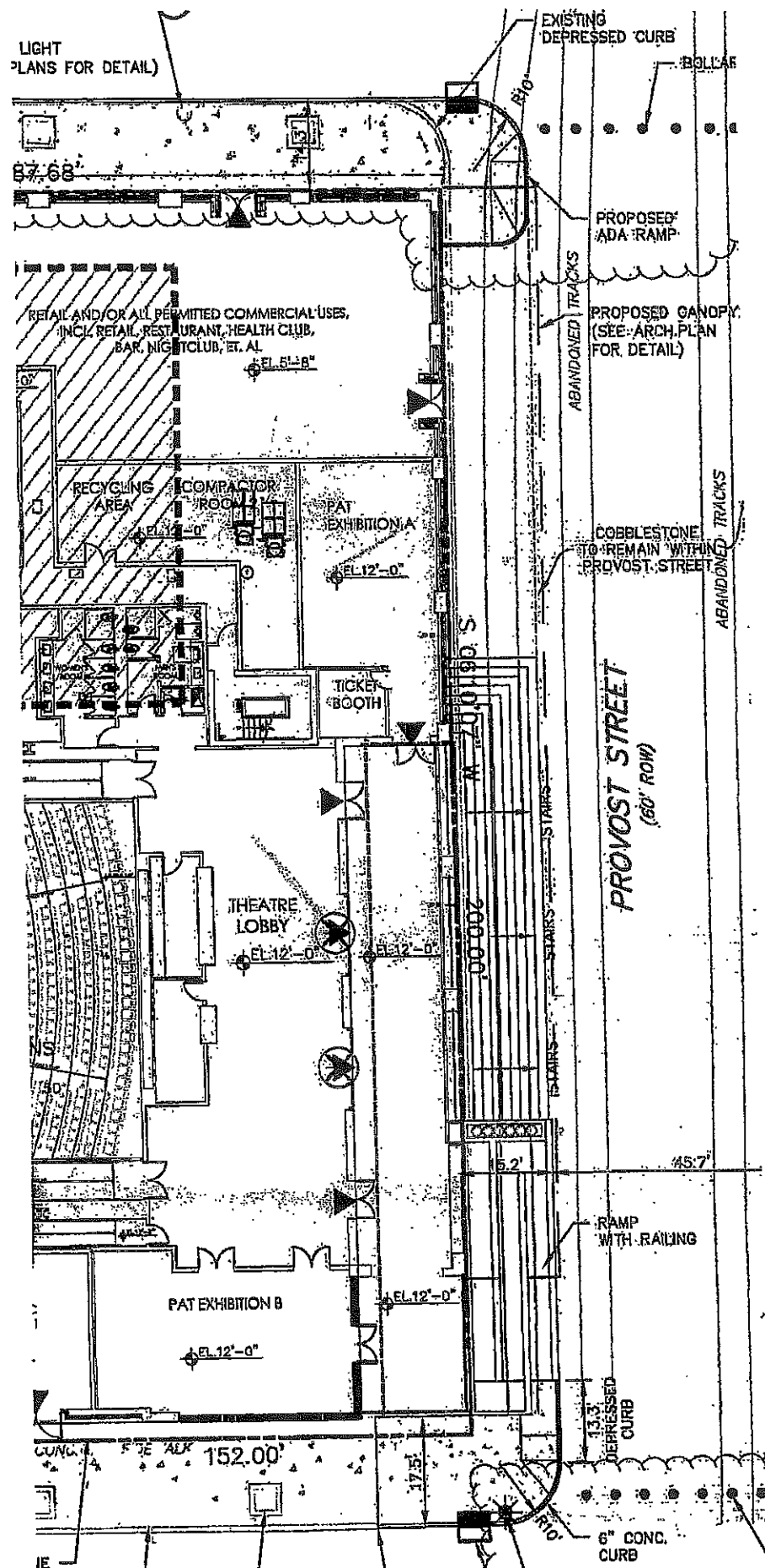
**WEST PROPERTY FINAL SITE PLAN SHOWING  
PROVOST STREET IMPROVEMENTS**

**This Exhibit includes:**

**Sheet C-2- Site Plan last dated February 8, 2019;**

**Sheet L-1- Streetscape and Landscape and Lighting Plan last dated February 8, 2019.**

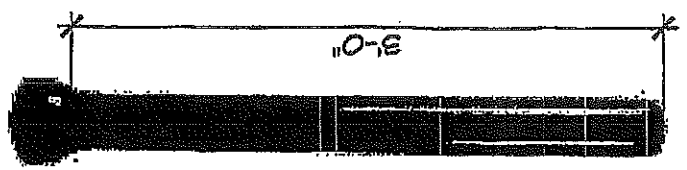
**Note: A complete copy of the Final Site Plans approved for Provost Square III, including the Provost Street Improvements, signed by the Jersey City Planning Board Chairman on March 13, 2019 is on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive), Jersey City, NJ 07305-3717.**





2  
L-1

DETAIL: POLE MOUNTED LIGHT



36" HT. BOLLARD  
COLOR: TO MATCH PLAZA  
LIGHT FIXTURE  
INSTALL PER MFG.  
RECOMMENDATIONS

3  
L-1

DETAIL: BOLLARD

SCALE: N.T.S.

**END OF DEED OF EASEMENT**

**SCHEDULE 1**  
**TO DEDICATION AGREEMENT**



## **SCHEDULE 1**

### **REGULAR MAINTENANCE REQUIREMENTS FOR EAST PROPERTY PLAZA**

Upon the CITY'S acceptance of the Deed of Easement, these requirements shall apply to the East Property Plaza.

- (a) Removing litter from the East Property Plaza once a day or as reasonably needed;
- (b) Emptying litter receptacles located within the East Property Plaza once a day or as reasonably needed; however, this requirement does not apply to any litter receptacles located outside the East Property Plaza or the public right-of-way on Provost Street, Morgan Street or Warren Street.
- (c) Maintaining and replacing all shade trees, flowering trees and planted material initially installed by MSUR in the East Property Plaza pursuant to the Final Site Plan Approval;
- (d) Maintaining all improvements installed by MSUR in the East Property Plaza pursuant to the Final Site Plan Approval including decorative pavers, steps, hardscape, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape elements;
- (e) Periodically removing postings from the East Property Plaza;
- (f) Providing pest control to the East Property Plaza, as reasonably needed;
- (g) Promptly notifying PSE&G when any lights in the East Property Plaza are not operating;
- (h) Removing snow from the East Property Plaza as reasonably needed; and
- (i) Removing graffiti from the East Property Plaza as reasonably needed.

**SCHEDULE 2**  
**TO DEDICATION AGREEMENT**

## **SCHEDULE 2**

### **REGULAR MAINTENANCE REQUIREMENTS FOR PROVOST STREET IMPROVEMENTS**

Upon the CITY opening the Provost Street as part of the pedestrian public plaza, the following requirements shall apply to Provost Street Improvements;

- (a) Removing litter from Provost Street Improvements once a day or as reasonably needed;
- (b) Emptying litter receptacles from Provost Street Improvements once a day or as reasonably needed; however, this requirement does not apply to any litter receptacles not located on the Provost Street Improvements or located in the public right-of-way on Provost Street, Morgan Street or Warren Street.
- (c) Maintaining and replacing all planted material initially installed by BAY in the Provost Street Improvements pursuant to the Preliminary Site Plan Approval as amended by any final site plan approval granted to the West Property;
- (d) Maintaining all cobblestone and other improvements installed by BAY pursuant to the Preliminary Site Plan Approval and any final site plan approval granted to the West Property;
- (e) Periodically removing postings from the Provost Street Improvements;
- (f) Providing pest control to the Provost Street Improvements, as reasonably needed;
- (g) Promptly notifying PSE&G when any lights in the Provost Street Improvements are not operating;
- (h) Removing snow from the Provost Street as reasonably needed; and
- (i) Removing graffiti from the Provost Street as reasonably needed.

**EXHIBIT D**

**DEED OF EASEMENT**

Prepared by:

James C. McCann, Esq.

**DEED OF EASEMENT**  
**DEDICATING CERTAIN LAND AND**  
**IMPROVEMENTS AS A PUBLIC PLAZA**

This Deed is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019,

**BETWEEN** 126-142 MORGAN STREET URBAN RENEWAL, LLC, a New Jersey Limited Liability Company, whose address is 1000 Maxwell Lane, Hoboken, NJ 07030, referred to as the "Grantor",

**AND** CITY OF JERSEY CITY, a Municipal Corporation, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the "Grantee".

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Jersey City, part of **Block No. 11505, Lot No. 1** (formerly known as a part of Block No. 140, Lot No. A.1 and B.1) more particularly described on **Exhibit A** attached hereto and made a part hereof (the "East Property").

**WITNESSETH**, that the Grantor, for and in consideration of the mutual promises made by each of the respective parties, and the Grantee being herewith fully satisfied, does by these presents remise, release and convey unto Grantee an easement in perpetuity over, across and through the Property with all of its rights and appurtenances, subject to certain easements, agreements, rights of entry, and reservations, and the conditions, exceptions, and reservations hereinafter expressed to hold for Grantee's use and benefit now and forever. The Grantee being herewith fully satisfied, does hereby accept the easement described herein in its "as is" condition, without any representation or warranty with respect to fitness for use or otherwise.

- 1) The easement conveyed to Grantee herein consists of the following:

A non-exclusive public access easement for the perpetual use of the surface of that certain land described on **Exhibit "A"** attached

hereto and made a part hereof located in the City of Jersey City, County of Hudson and State of New Jersey (the "East Property"), improved as part of a pedestrian plaza containing that certain landscaping, curbs, lighting equipment, pedestals for the display of public art, railings, trees, walkways, and other decorative landscape and hardscape elements, which are shown on **Exhibit "B"** attached hereto and made a part hereof (the "East Property Plaza Improvements").

2) In connection with the grant of this easement, the Grantor covenants that:

- 
- a) ~~Grantor shall perform the maintenance of the East Property Plaza Improvements as required by **Schedule 1** attached hereto and made a part hereof (hereinafter the "Regular Maintenance Requirements") at the sole cost and expense of Grantor.~~
  - b) Grantor shall provide water to the East Property to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements, at the sole cost and expense of Grantor; however, Grantor shall not be required to provide water for the public's use of the East Property Plaza Improvements.
  - c) Grantor shall indemnify, defend and hold harmless the Grantee, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with Grantor's failure to perform the Regular Maintenance Requirements in the East Property Plaza Improvements other than liability arising out of the sole negligence or intentional or wanton or willful acts or omissions of the Grantee.
  - d) Grantor and any subcontractors retained by it shall maintain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with Grantor's obligation to perform Regular Maintenance Requirements. Grantor shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantee and any officer, employee, agent or contractor of the Grantee as additional insureds. Said policy may not be reduced or terminated without providing thirty (30) days written notice to the Grantee. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantor at the time of its delivery of this Deed of Easement, and renewal certificates of insurance shall be provided annually.

e) In the event the Grantee determines that Grantor has failed to timely perform any of the Regular Maintenance Requirements the Grantee shall give Grantor thirty (30) days written notice to cure such failure. If after thirty (30) days, Grantor has not cured such failure, the Grantee shall have the right to perform such required maintenance and Grantor agrees to pay the Grantee its costs and expenses to perform these services. In the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to Grantor. The amount of any fine shall not exceed the reasonable cost to cure Grantor's failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if Grantor promptly complies with its obligations under this Agreement. In the event that Grantor receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the Grantee shall be entitled to demand that Grantor provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the "Bond"). Following the Grantor's delivery of the Bond to the Grantee, in the event Grantor fails to comply with its obligations under this Agreement (whether intentional or not), the Grantee shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving Grantor fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy Grantor's non-compliance with this Agreement. In the event the Grantee draws down on the Bond, it shall provide written notice to Grantor and Grantor shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the Grantee and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the Grantee or Jersey City Zoning Officer be entitled to revoke or order the revocation of the Site Plan Approval or the Certificate of Occupancy for the building and other private improvements constructed on Block 11505, Lot 1. The Grantee shall be permitted, in its sole and absolute discretion, and without the consent of the Grantor to delegate its enforcement authority under this paragraph to the Jersey City Planning Board.

3) In connection with the conveyance of this easement, the Grantee covenants that:

a) Grantee shall pay full cost and expense of electricity required for public use of the East Property Plaza Improvements including but not limited to all lighting installed therein and shown of **Exhibit B** attached hereto and made a part hereof.

- b) Grantee shall provide fire protection and police protection at its sole cost and expense and shall enforce all municipal ordinances applicable to parks and recreation areas on the East Property and East Property Plaza Improvements including Chapter 239-1 et. seq. of the Jersey City Municipal Code for the benefit of the public including the occupants of any building or other private improvements constructed on Block 11505, Lot 1 by Grantor.
  - c) Grantor shall have an easement in perpetuity to use and enjoy the East Property and East Property Plaza Improvements in the same manner as the general public.
- 
- d) Grantor shall have the right to close all or portions of the East Property and East Property Plaza Improvements from time to time for a reasonable period of time during regular business hours to maintain the East Property Plaza Improvements as required by the Regular Maintenance Requirements. Such closure may be for such duration as reasonably necessary to adequately perform the required maintenance. Except in the case of an emergency, Grantor shall give the City Clerk and Municipal Engineer at least three (3) business days written notice in accordance with Section 5 hereof) of Grantor's intent to close the East Property to perform maintenance thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that Grantor closes the East Property for an unreasonable period of time in order to perform maintenance, it shall constitute a breach of Grantor's obligations hereunder and the City and the Planning Board shall have the rights and remedies against Grantor granted to them under Section 2.e of this Deed.
  - e) Following the expiration of the East Property Plaza Improvement Bond, the Grantee shall be responsible for the repair and replacement of all improvements in the East Property Plaza Improvements at the Grantee's sole cost and expense unless such repair or replacement is made necessary because of the negligent or willful acts or omissions of Grantor.
  - f) Following the expiration of the East Property Plaza Improvement Bond, when the East Property Plaza Improvements, or any portion thereof, is in need of repair or replacement the Grantee shall make such replacement or repairs, at the Grantee's sole cost and expense, with the same color, type, and quality of improvements and materials initially installed therein by Grantor and specified in **Exhibit B** attached hereto and made a part hereof.
  - g) Grantee shall indemnify, defend and hold harmless Grantor, its employees, officers and agents from and against all claims, damages, losses, suits,



actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with the public's use of the East Property or East Property Plaza Improvements or the Grantee's negligent, grossly negligent, or willful actions or omissions in connection with the public's use of the East Property or East Property Plaza Improvements and Grantee's obligation to make repairs or replacements to the East Property Plaza Improvements.

- h) Grantee and any subcontractors retained by it shall obtain at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with public's use of the East Property Plaza and Grantee's obligation to make repairs and replacements to the East Property Plaza Improvements. Grantee and its contractors shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000.00) Dollars, which shall name the Grantor and any officer, employee, agent or contractor of the Grantor as additional insureds. A certificate of insurance providing evidence of coverage in compliance with this section shall be provided by Grantee at the time the Grantee executes this Deed of Easement.
  - i) Notwithstanding anything herein to the contrary, should the Grantee cease using the East Property and East Property Plaza Improvements as a public pedestrian plaza consistent with the intent and purpose set forth in the Powerhouse Arts District Redevelopment Plan the easement granted to the Grantee herein shall immediately terminate and the sole control and use of the East Property and the East Property Plaza Improvements shall revert to the Grantor, forever.
  - j) Notwithstanding anything herein to the contrary, until the owner of Block 11506, Lot 2.01( Adjacent Owner) completes the development of the West Property and the Grantee has accepted the Provost Street Improvements, Adjacent Owner or Grantor shall have the right to temporarily close the East Property and East Property Plaza Improvements without obtaining a permit from the Grantee or any agency of the City of Jersey City should the Adjacent Owner determine, in its sole and absolute discretion, that construction activities or staging activities for the development of the West Property make it unsafe for persons to be on the East Property or the East Property Plaza Improvements.
- 4) The conveyance of this easement is made subject to the following:
- a) All easements on, over across, or below the surface of the East Property, for the benefit of public or private entities for the purpose of installing,

operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the East Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services to serve the East Property and the remainder of Block 1105, Lot 1.

- b) All existing easements, encumbrances, and agreements which have been recorded against the East Property in the Office of the Register of Hudson County prior to the Grantee's acceptance of this Deed of Easement.

---

The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

The failure of Grantor or Grantee to enforce any easement, covenant, reservation, exception, restriction, limitation or provision created by this Deed of Easement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed of Easement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

The covenants, restrictions, exceptions, reservations, or other provisions made in this Deed of Easement are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions, made in this Deed of Easement can be enforced by Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement are legally binding on Grantee, and all who lawfully succeed to Grantee's rights and responsibilities, including Grantee's successors and assigns. The covenants, restrictions, limitations, reservations, exceptions or other provisions made herein by Grantee can be enforced by Grantee and all future users of the easement, including Grantee's successors and assigns.

The parties acknowledge that a breach of, or failure to comply with the covenants, restrictions and obligations of this Deed of Easement by any party shall cause irreparable harm to the other party. As such, in the event either party breaches, or fails to comply with any covenant, restriction or obligation of this Deed of Easement (whether intentional or not), any other party

shall have the right to sue, at law or in equity, for expedited declaratory relief and specific performance, including a temporary restraining order, preliminary injunction and permanent injunctive relief. Any exercise of such remedies, at law or in equity, shall not be exclusive, and nothing herein contained shall limit, preclude or compromise the enforcement by a non-breaching party of any other rights and remedies it may have at law or in equity including the right to sue for damages for economic loss, special or consequential damages. A breaching party shall pay the reasonable attorneys' fees, expert fees, and court costs (including appeals or any judgment or order) incurred by another party in successfully enforcing its rights under this Deed of Easement. No such breach or failure to perform shall entitle any party to terminate this Deed of Easement.

---

The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement shall be construed and governed by the laws of the State of New Jersey.

Any capitalized words or term not defined herein shall have the meaning ascribed to them in that certain Plaza Dedication Agreement dated \_\_\_\_\_, 2019 by and among Grantor, Grantee and 134 Bay Street, LLC.

The covenants contained herein shall run with the lands and be construed as running with the lands, and shall be binding upon the parties hereto, their heirs, assigns and successors in title or in interest for as long as the easement continues.

5. All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Deed of Easement shall be in writing and shall be deemed to have been properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Deed; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

(1) 126-142 Morgan Street Urban Renewal, LLC  
95 Christopher Columbus Drive  
Floor 12A  
Jersey City, NJ 07302

(2) City of Jersey City  
Office of the City Clerk  
City Hall, 280 Grove Street  
Jersey City, NJ 07302  
Attn: Robert Byrne, City Clerk

(3) City of Jersey City  
Division of Engineering and Traffic  
13-15 Linden Avenue East  
Jersey City, NJ 07305  
Attn.: Jose Cunha, Municipal Engineer

---

with a copy of each notice addressed to Grantor also sent to:

James C. McCann, Esq.  
Connell Foley, LLP  
Harborside Financial Center  
2510 East Property Plaza Five  
Jersey City, NJ 07311.

City of Jersey City  
Jersey City Law Department  
280 Grove Street  
Jersey City, NJ 07302  
Attn.: Peter Baker, Esq., Corporation Counsel

---

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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**IN WITNESS WHEREOF**, the Grantor and Grantee have signed this Deed of Easement as of the date and year first above written.

**GRANTOR:**  
**126-142 MORGAN STREET URBAN RENEWAL,**  
**LLC, a New Jersey Limited Liability Company**

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Signatory

**ATTEST:**

**GRANTEE:**  
**CITY OF JERSEY CITY,**  
**a Municipal Corporation**

\_\_\_\_\_  
Robert Byrne, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Business Administrator

STATE OF )  
 ) SS.:  
COUNTY OF )

**I CERTIFY** that on \_\_\_\_\_ 201\_\_, 126-142 Morgan Street Urban Renewal, LLC by \_\_\_\_\_, Authorized Signatory, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) was authorized to and did execute this Deed of Easement as Authorized Signatory of 126-142 Morgan Street Urban Renewal, LLC;

(b) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and

(c) executed this Deed of Easement as the act of the entity.

\_\_\_\_\_

STATE OF NEW JERSEY )

) SS.:

COUNTY OF HUDSON )

I CERTIFY that on \_\_\_\_\_, 201\_\_\_\_, ROBERT BYRNE, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by \_\_\_\_\_ who is the Business Administrator of the City of Jersey City, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf;
- (c) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

ROBERT BYRNE, City Clerk

Sworn and subscribed to before me  
this            day of \_\_\_\_\_, 2017

Raymond Reddington,  
Attorney at Law/State of New Jersey

## DEED OF EASEMENT

Dated: \_\_\_\_\_

126-142 MORGAN STREET URBAN  
RENEWAL, LLC,  
a New Jersey Limited Liability  
Company,

Grantor,

TO

CITY OF JERSEY CITY,  
a Municipal Corporation,

Grantee.

**Record and return to:**

City of Jersey City  
Law Department  
City Hall – 280 Grove Street  
Jersey City, NJ 07302  
Attn: Raymond Reddington, Esq.

**EXHIBIT A**

**DESCRIPTION OF AREA OWNED BY MSUR AND TO BE DEDICATED TO THE CITY  
OF JERSEY CITY**

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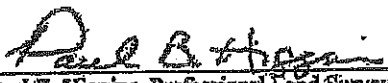
DESCRIPTION  
LOT 1 BLOCK 11505  
PROVOST PLAZA EASEMENT  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

Beginning at a point of intersection of the easterly sideline of Provost Street and the southerly sideline of Bay Street and running thence

1. Along said sideline of Bay Street, South  $83^{\circ}44'23''$  East a distance of 74.58 feet; thence,
2. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 119.51 feet; thence,
3. By a line thru Lot 1 in Block 11505, North  $83^{\circ}44'23''$  West a distance of 14.92 feet; thence,
4. By a line thru Lot 1 in Block 11505, South  $06^{\circ}15'37''$  West a distance of 66.30 feet; thence,
5. By a line thru Lot 1 in Block 11505, South  $83^{\circ}44'23''$  East a distance of 64.17 feet; thence,
6. By a line thru Lot 1 in Block 11505, South  $09^{\circ}34'42''$  West a distance of 14.00 feet to a point the northerly sideline of Morgan Street; thence,
7. Along said sideline, North  $83^{\circ}44'23''$  West a distance of 124.09 feet to a point where said sideline is intersected by the easterly sideline of Provost Street; thence,
8. Along said sideline of Provost Street, North  $06^{\circ}15'57''$  East a distance of 266.01 feet to the point of beginning;

Containing 14,405.8 square feet of land, more or less;

Subject to easements of record

  
Paul B. Higgins, Professional Land Surveyor  
New Jersey License Number 34004

N:\Projects\New Jersey\2808 Provost Square\Surv Dept\Legal\Easements\2808 Provost Plaza Easement.docx

ESE Consultants, Inc.  
96 Route 173 West, Suite 1B - Hampton, NJ 08827

pt 908.638.5270 • f 908.638.5214



BAY STREET

(60' ROW)

P.O.B.

S83°44'23"E 74.58'

RIGHT OF WAY

BLOCK 11505  
LOT 1

FORMER  
BLOCK 140  
LOT A1 & B1

LOT AREA: 48,024.73 SF.  
1.1026 ACRES

PROPOSED  
EASEMENT

PROPOSED  
PLAZA EASEMENT  
14,608.8 SQ. FT.

PROPOSED  
BUILDING

PROVOST STREET  
(60' ROW)

N06°15'57"E 200.01'

N83°44'23"W  
14.92'

N83°44'23"W 124.00'

MORGAN STREET

(60' ROW)

**ESE**

Land Planning  
Engineering  
Land Surveying

ESE Consultants, Ltd.  
96 Route 193 West  
Suite 1B  
Hampton, NJ 08827  
Tel: (908) 639-5270  
Fax: (908) 639-5214

New Jersey Certificate of Authorization No. 24CA27000002

BLOCK 11505, LOT 1  
PLAZA EASEMENT PLAN

PROVOST SQUARE  
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

REV.	DATE	DESCRIPTION	DRAWN	CHECKED	SCALE	DATE	DESIGN	DATE	JOB NO.	FILE NAME	SHEET	1	OF	1
					10-11-2004				2004	2004				

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**EXHIBIT B**

**FINAL SITE PLAN SHOWING EAST  
PROPERTY PLAZA IMPROVEMENTS**

**EXHIBIT B**

**EAST PROPERTY FINAL SITE PLAN SHOWING EAST  
PROPERTY PLAZA IMPROVEMENTS**

---

**This Exhibit includes:**

**Sheet C-2- Site Plan last dated February 12, 2016;**

**Sheet C-3 - Grading and Utility Plan last dated February 12, 2016;**

**Sheet L-1- Streetscape and Landscape Plan with Landscape Plan Detail last dated February 12, 2016;**

**Sheet L-2- Lighting Plan and Lighting Plan Detail last dated February 12, 2016.**

**Note: A complete copy of the Final Site Plans approved for Provost Square II, including the East Property Plaza Improvements, signed by the Jersey City Planning Board Chairman on March 2, 2016 are on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive) Jersey City, NJ 07305-371730.**

**(EXHIBIT B CON'T)**

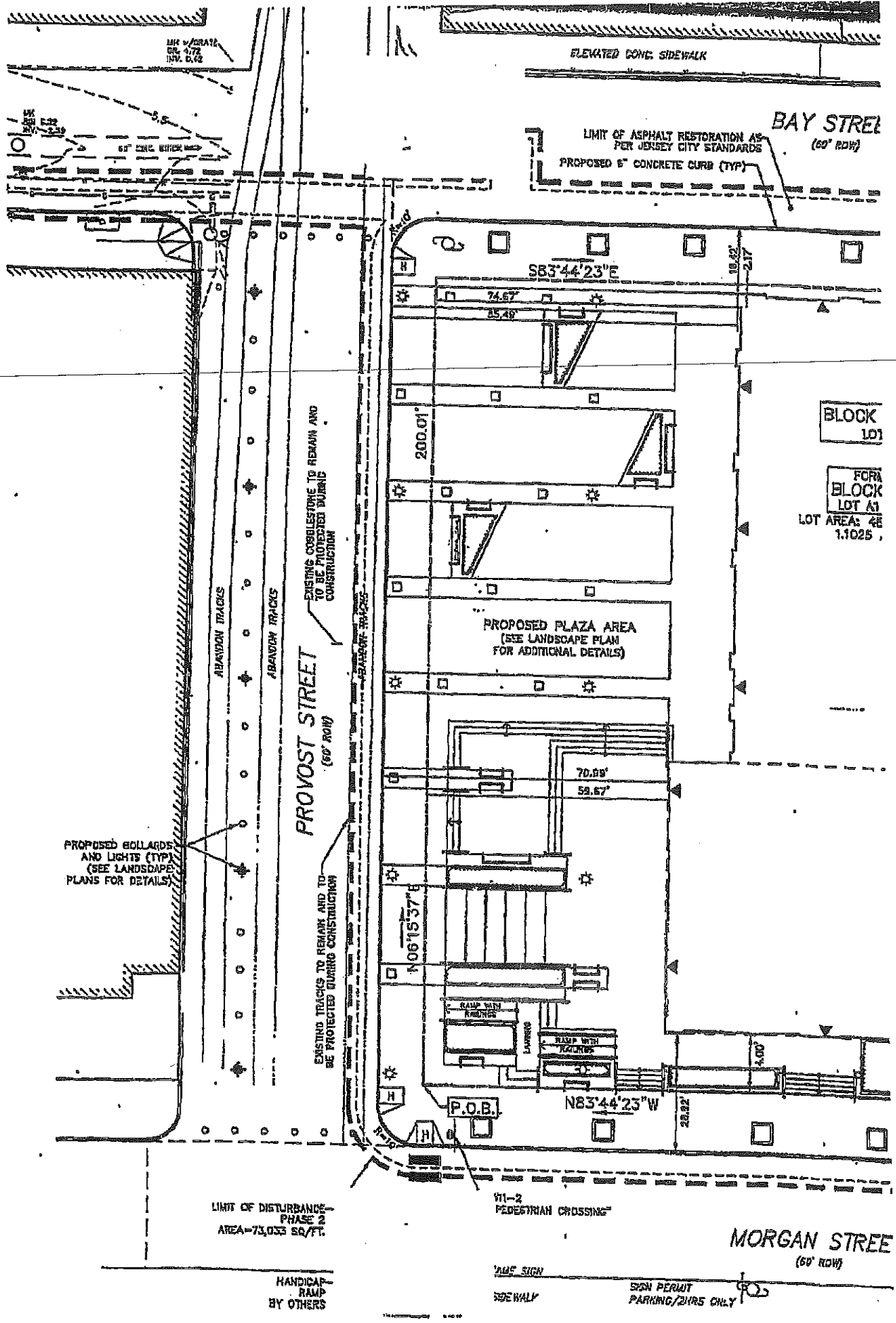
**SITE PLAN**

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**SHEET C - 2**

**OF**

**EAST PROPERTY FINAL SITE PLAN**

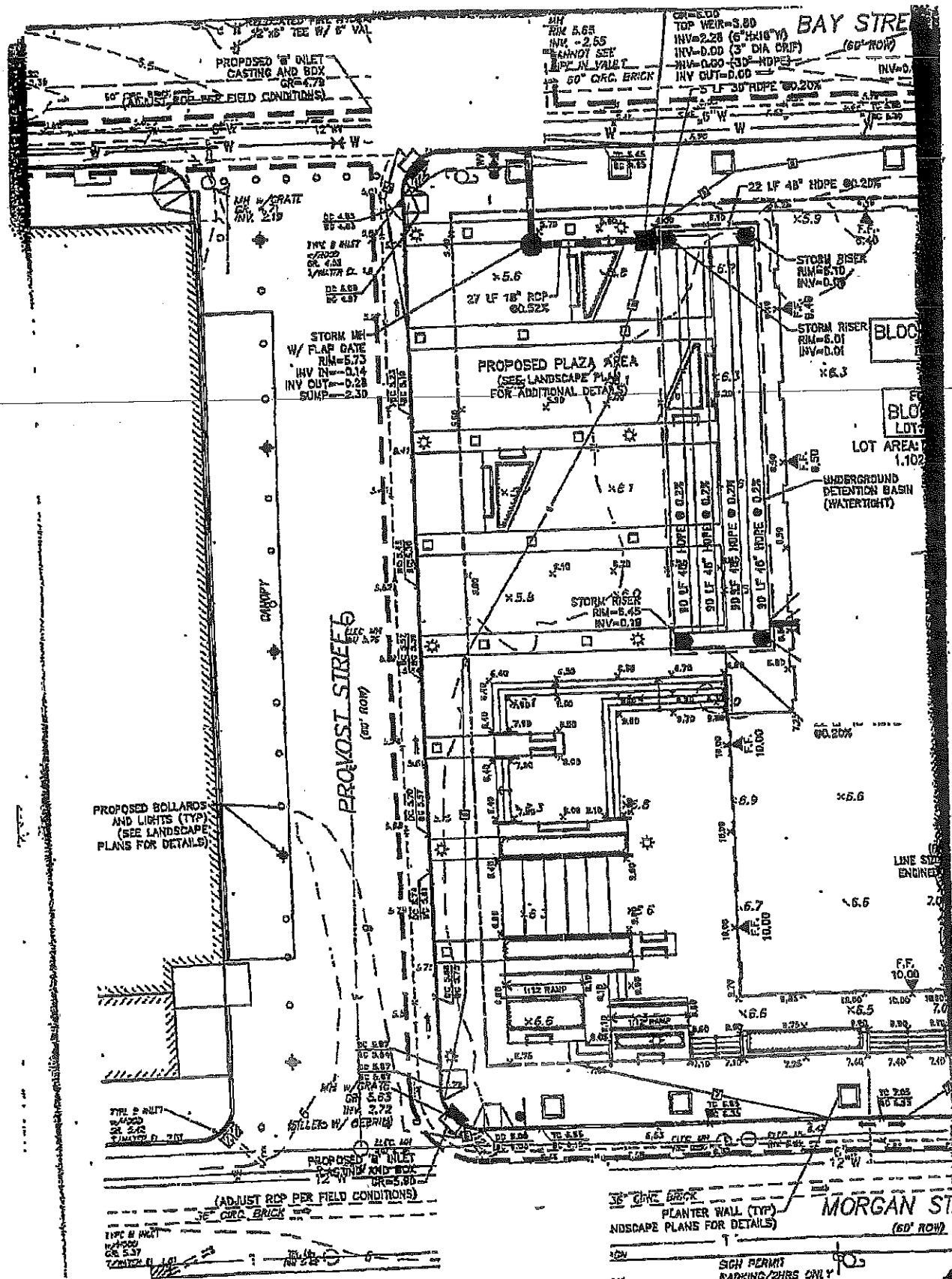


**(EXHIBIT B CON'T)**  
**GRADING AND UTILITY PLAN**

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**PAGE C-3**

**OF EAST PROPERTY FINAL SITE PLAN**





(EXHIBIT B CON'T)

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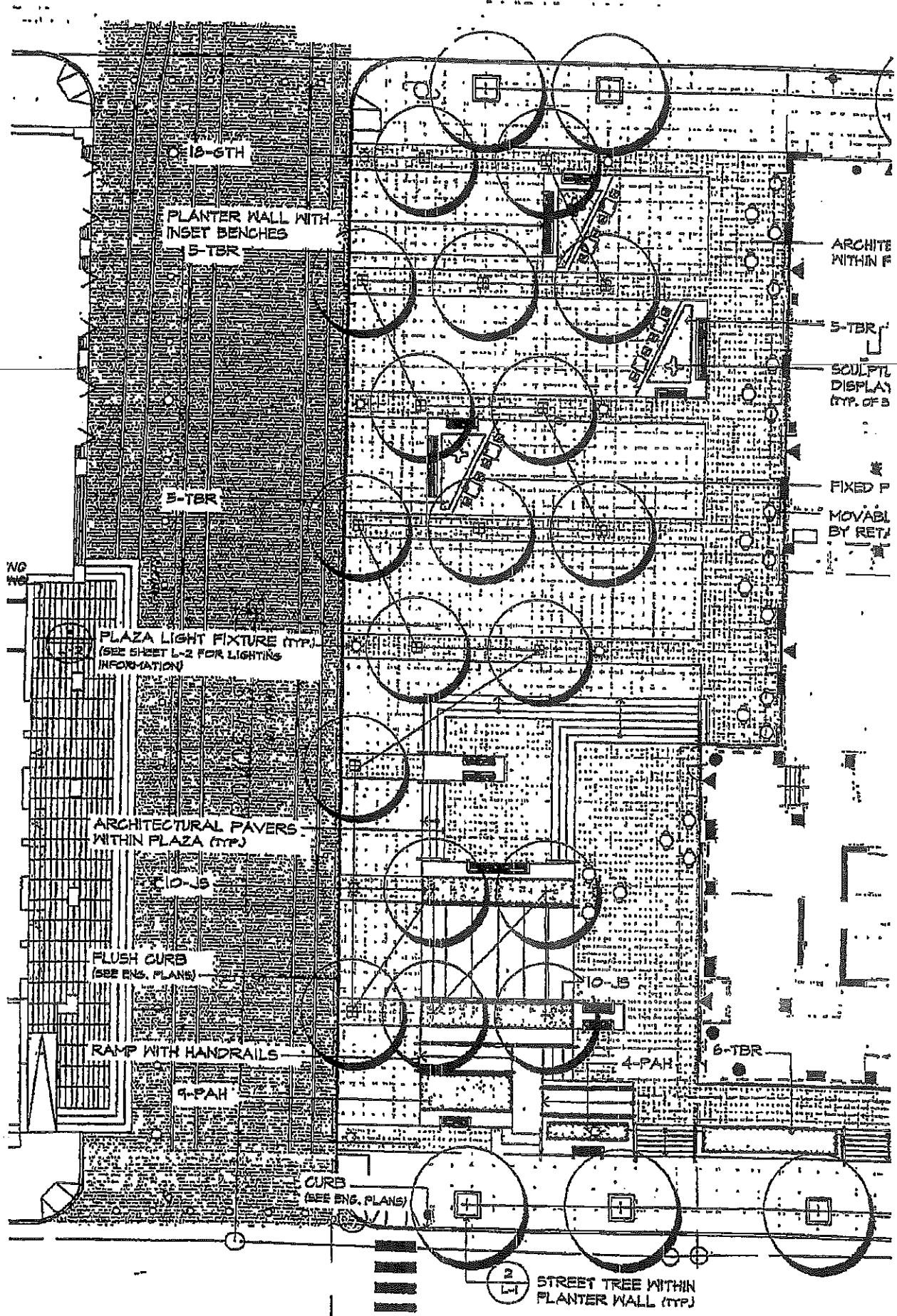
STREETSCAPE

LANDSCAPE PLAN

PAGE L-1

OF

EAST PROPERTY FINAL SITE PLAN



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**(EXHIBIT B CON'T)**

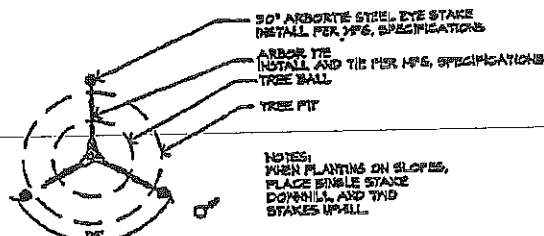
**STREETSCAPE**

**LANDSCAPE PLAN**

**DETAIL**

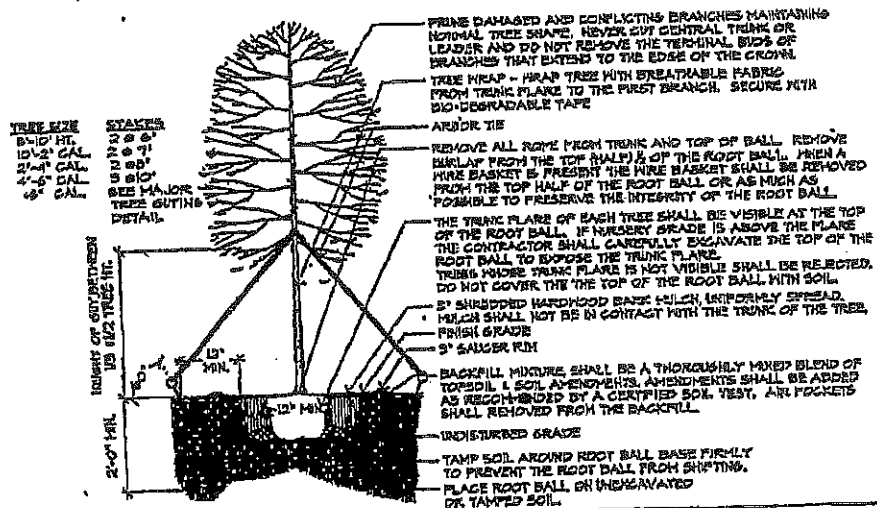
**PAGE L-1**

**EAST PROPERTY FINAL SITE PLAN**



DISTANCE APPROXIMATELY  
EQUAL TO HEIGHT OF ATTACHMENT.

PLAN



SECTION

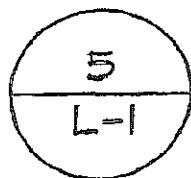
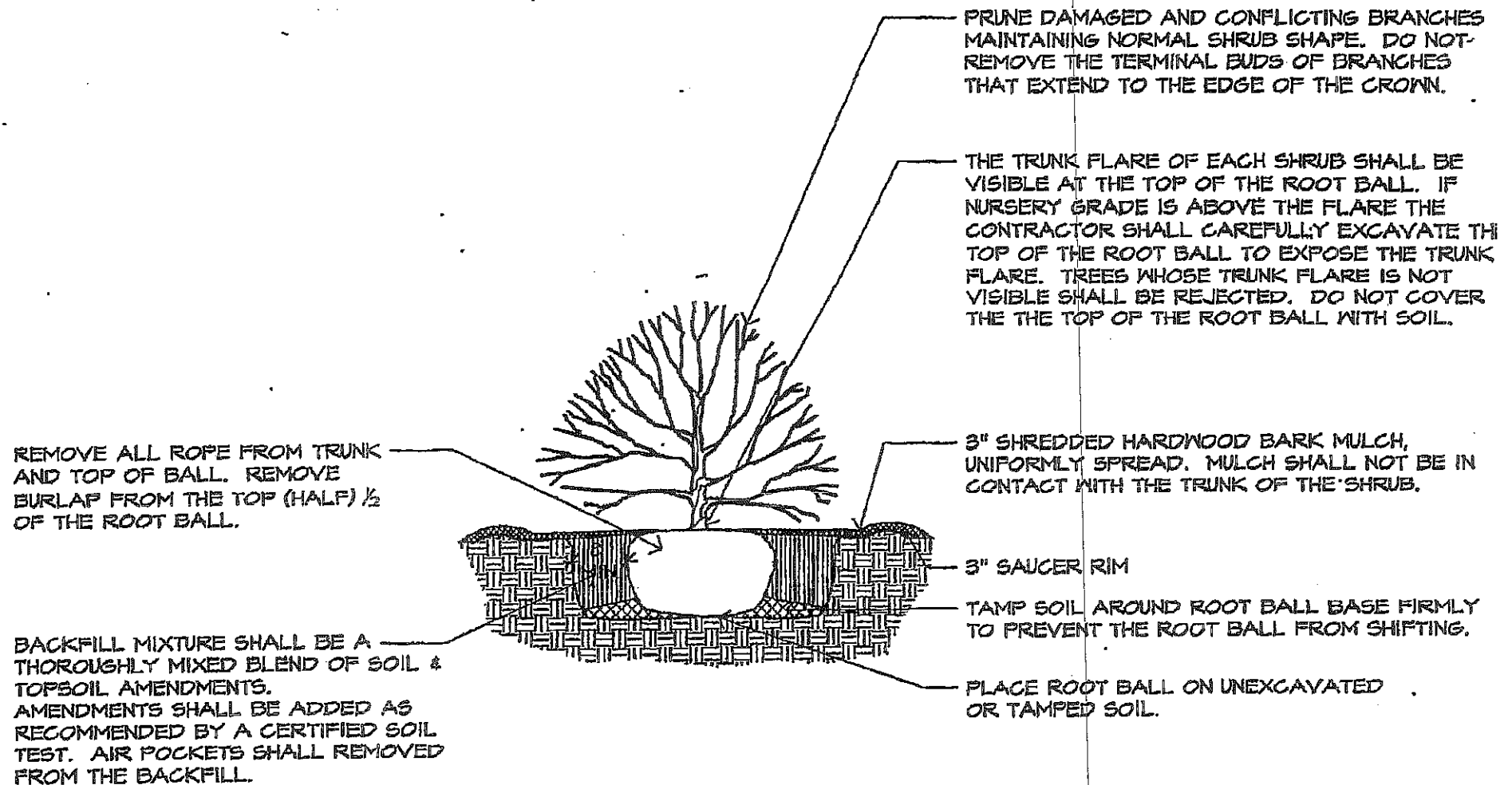
- NOTES:
- CONTRACTOR SHALL PARTIALLY FILL WITH WATER A REPRESENTATIVE NUMBER OF PITS IN EACH AREA OF THE PROJECT PRIOR TO PLANTING TO DETERMINE IF THERE IS ADEQUATE PERCOLATION. IF PIT DOESN'T PERCOLATE, MEASURES MUST BE TAKEN TO ASSURE PROPER DRAINAGE BEFORE PLANTING.
  - CONTRACTOR SHALL REMOVE STAKES, CUTS AND WRAP AT END OF GUARANTEE PERIOD. ALL PLANTING MUST BE GUARANTEED FOR ONE FULL GROWING SEASON FROM THE TIME OF FINAL ACCEPTANCE BY THE OWNER OR GOVERNING AUTHORITY.
  - ON ALL FALL PLANTINGS THE CONTRACTOR SHALL WRAP THE TREES SPECIFIED BY THE LANDSCAPE ARCHITECT (ACER spp.) FROM THE TRUNK PLANE TO THE FIRST BRANCH. TREE WRAP SHALL BE REMOVED BY APRIL 1. TREE WRAP SHALL BE BREATHABLE AND AS APPROVED BY THE LANDSCAPE ARCHITECT.
  - TREE WRAP SHALL BE INSTALLED AT THE TIME OF PLANTING AND BE REMOVED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
  - TREE WRAP SHALL BE REMOVED NO LATER THAN 12 MONTHS AFTER PLANTING.
  - TREES WHOSE NORTH ORIENTATION IS NOT CHANGED FROM THE NURSERY DO NOT NEED TO BE WRAPPED UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
  - CUTS ON MULTI-STEM TREES TO BE MADE ON HEAVIEST BRANCHES OF PLANT.

4

L-1

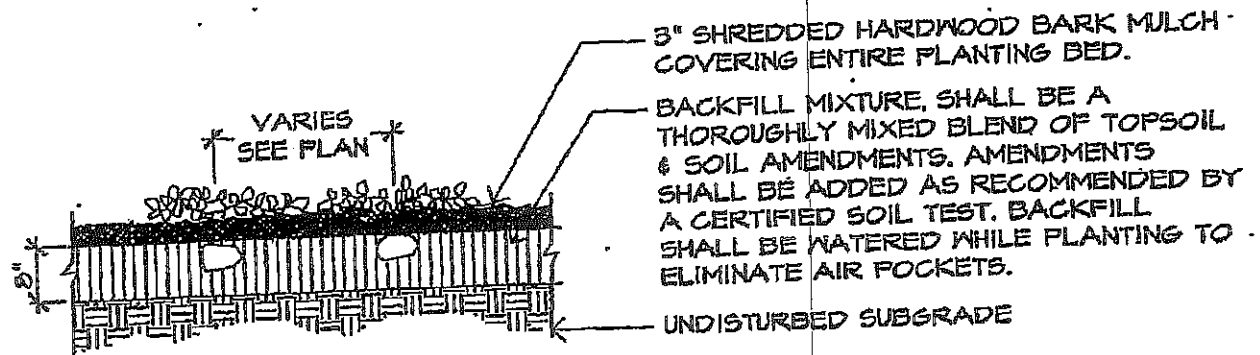
DETAIL: 3" CAL. OR GREATER DECIDUOUS TREE

SCALE: N.T.S.



## DETAIL: GROUND COVER PLANTING

SCALE: N.T.S.



6  
L-1

DETAIL: GROUNDCOVER PLANTING

SCALE: N.T.S.

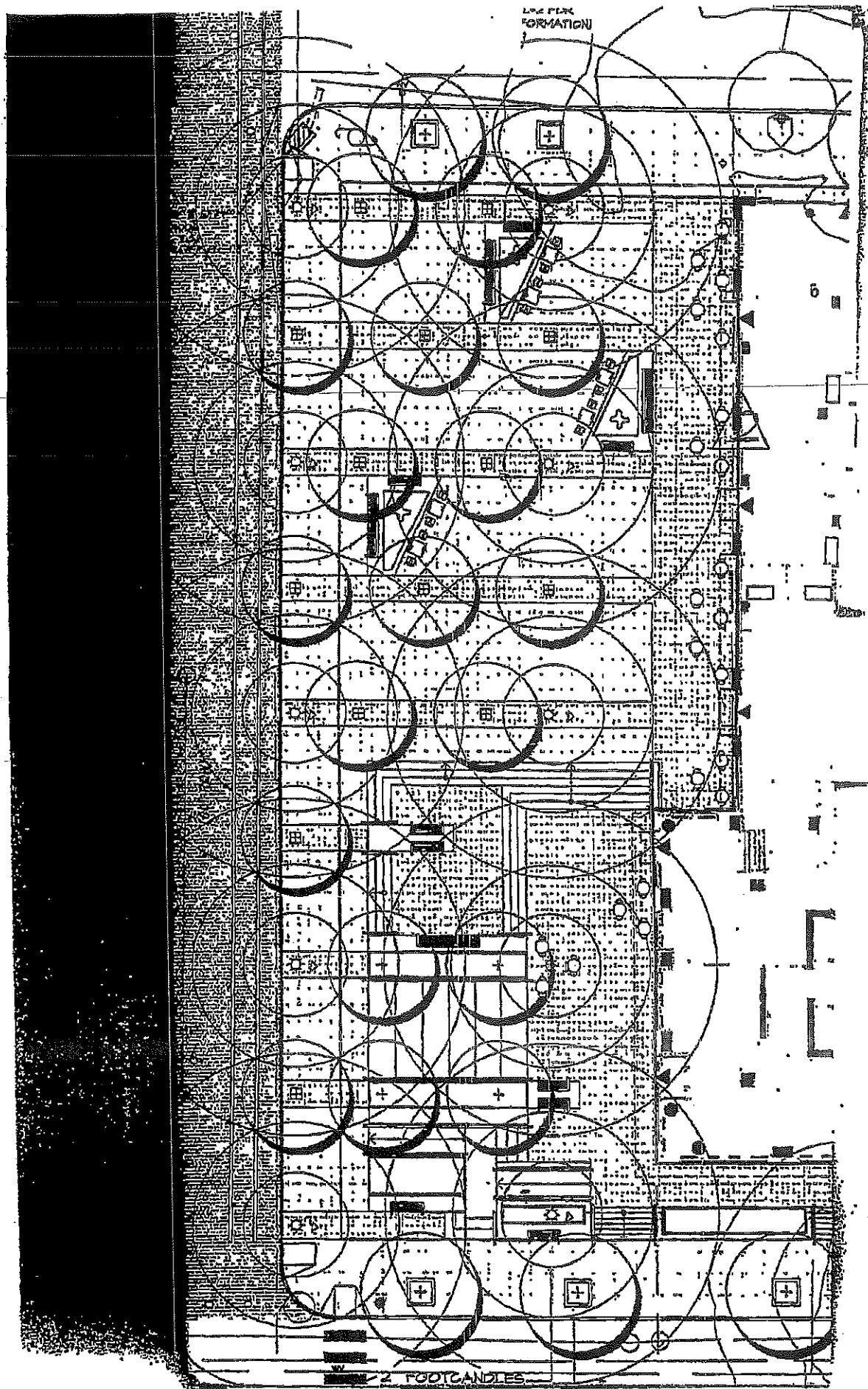
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**(EXHIBIT B CON'T)**

**STREETSCAPE  
LIGHTING PLAN**

**PAGE L-2**

**OF EAST PROPERTY FINAL SITE PLAN**





**(EXHIBIT B CON'T)**

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**STREETSCAPE**

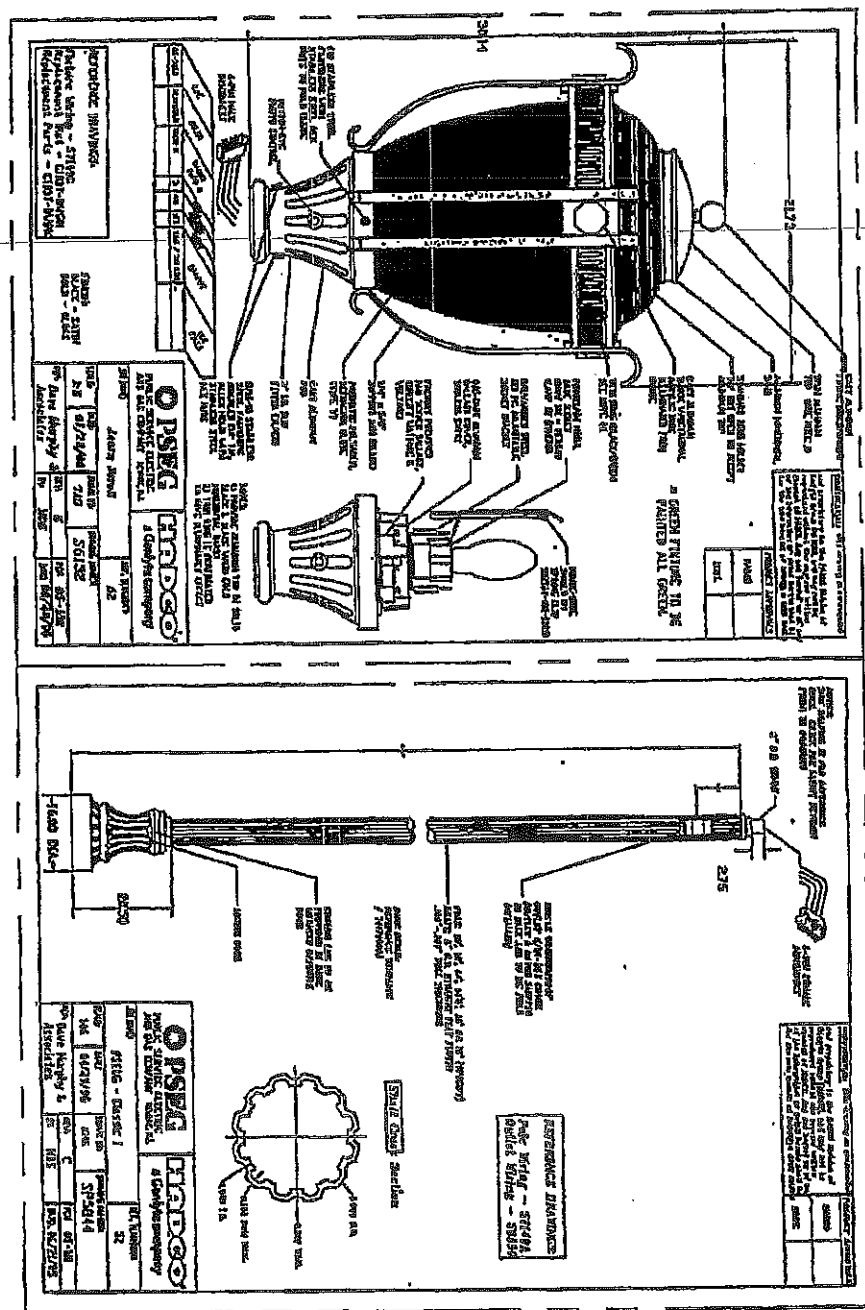
**LIGHTING PLAN DETAIL**

**PAGE L-2**

**OF**

**EAST PROPERTY FINAL SITE PLAN**

CM



2  
L-2

# Kipp Post

QL Induction

Product: Alfred Berman

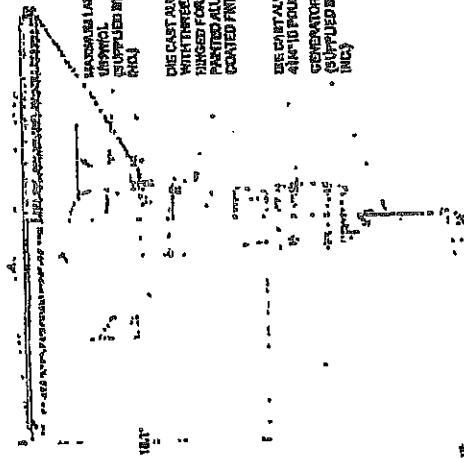
Project:

Company: Kipp Post

INJECTION MOLDED UV AND WEATHER  
RESISTANT POLYMER LAMINATE  
PAINTED IN WHITE FOR NATURAL  
DIE CAST ALUMINUM VERSIONS  
ON BLACK OR ALUMINUM VERSIONS

INJECTION MOLDED UV, STABILIZED  
CLEAR POLYMER LAMINATE  
CLEAN POLYMER LAMINATE

INJECTION MOLDED WHITE OVAL ALUMINUM  
CONICAL DIFFUSER



MAXIMUM LIGHT  
SUPPLIED BY LOUIS POULSEN LIGHTING  
(INC.)

DIE CAST ALUMINUM TENSOR SUPPORT  
WITH THREE SUPPORT ARMS (TWO  
TUNED FOR RELAMPING) WITH NATURAL  
PAINTED ALUMINUM OR BLACK POWDER  
COATED FINISH

USE ON BT ALUMINUM TENSOR SUPPORTS FOR  
4140-10 POLE  
GENERATOR FOR 60V 20/22/24  
(SUPPLIED BY LOUIS POULSEN LIGHTING  
(INC.))

NOTE:  
1. FINISHES IN WHITE  
2. FINISHES IN BLACK  
3. FINISHES IN ALUMINUM

1000 East 10th Street, Suite 100, New York, NY 10003-1000 (212) 410-1000

www.kipp-post.com

## 3 DETAIL: PLAZA LIGHT FIXTURE

L-2

SCALE: N.T.S.

# Kipp Post

post tops/poles & cable hung

QL Induction



NOTE:  
1. FINISHES IN WHITE  
2. FINISHES IN BLACK  
3. FINISHES IN ALUMINUM

Model	Height	Weight	Material	Finish	Notes
1000	10'0"	100 lbs	Aluminum	White	Standard
1001	10'0"	100 lbs	Aluminum	Black	Standard
1002	10'0"	100 lbs	Aluminum	Aluminum	Standard
1003	10'0"	100 lbs	Aluminum	White	Standard
1004	10'0"	100 lbs	Aluminum	Black	Standard
1005	10'0"	100 lbs	Aluminum	Aluminum	Standard

Model	Height	Weight	Material	Finish	Notes
1006	10'0"	100 lbs	Aluminum	White	Standard
1007	10'0"	100 lbs	Aluminum	Black	Standard
1008	10'0"	100 lbs	Aluminum	Aluminum	Standard
1009	10'0"	100 lbs	Aluminum	White	Standard
1010	10'0"	100 lbs	Aluminum	Black	Standard
1011	10'0"	100 lbs	Aluminum	Aluminum	Standard

NOTE:  
1. FINISHES IN WHITE  
2. FINISHES IN BLACK  
3. FINISHES IN ALUMINUM

INJECTION MOLDED UV AND WEATHER  
RESISTANT POLYMER LAMINATE  
PAINTED IN WHITE FOR NATURAL  
DIE CAST ALUMINUM VERSIONS  
ON BLACK OR ALUMINUM VERSIONS

INJECTION MOLDED UV, STABILIZED  
CLEAR POLYMER LAMINATE  
CLEAN POLYMER LAMINATE

INJECTION MOLDED WHITE OVAL ALUMINUM  
CONICAL DIFFUSER

MAXIMUM LIGHT  
SUPPLIED BY LOUIS POULSEN LIGHTING  
(INC.)

DIE CAST ALUMINUM TENSOR SUPPORT  
WITH THREE SUPPORT ARMS (TWO  
TUNED FOR RELAMPING) WITH NATURAL  
PAINTED ALUMINUM OR BLACK POWDER  
COATED FINISH

USE ON BT ALUMINUM TENSOR SUPPORTS FOR  
4140-10 POLE  
GENERATOR FOR 60V 20/22/24  
(SUPPLIED BY LOUIS POULSEN LIGHTING  
(INC.))

Model	Height	Weight	Material	Finish	Notes
1012	10'0"	100 lbs	Aluminum	White	Standard
1013	10'0"	100 lbs	Aluminum	Black	Standard
1014	10'0"	100 lbs	Aluminum	Aluminum	Standard
1015	10'0"	100 lbs	Aluminum	White	Standard
1016	10'0"	100 lbs	Aluminum	Black	Standard
1017	10'0"	100 lbs	Aluminum	Aluminum	Standard

NOTE:  
1. FINISHES IN WHITE  
2. FINISHES IN BLACK  
3. FINISHES IN ALUMINUM

1000 East 10th Street, Suite 100, New York, NY 10003-1000 (212) 410-1000

www.kipp-post.com

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**EXHIBIT C**

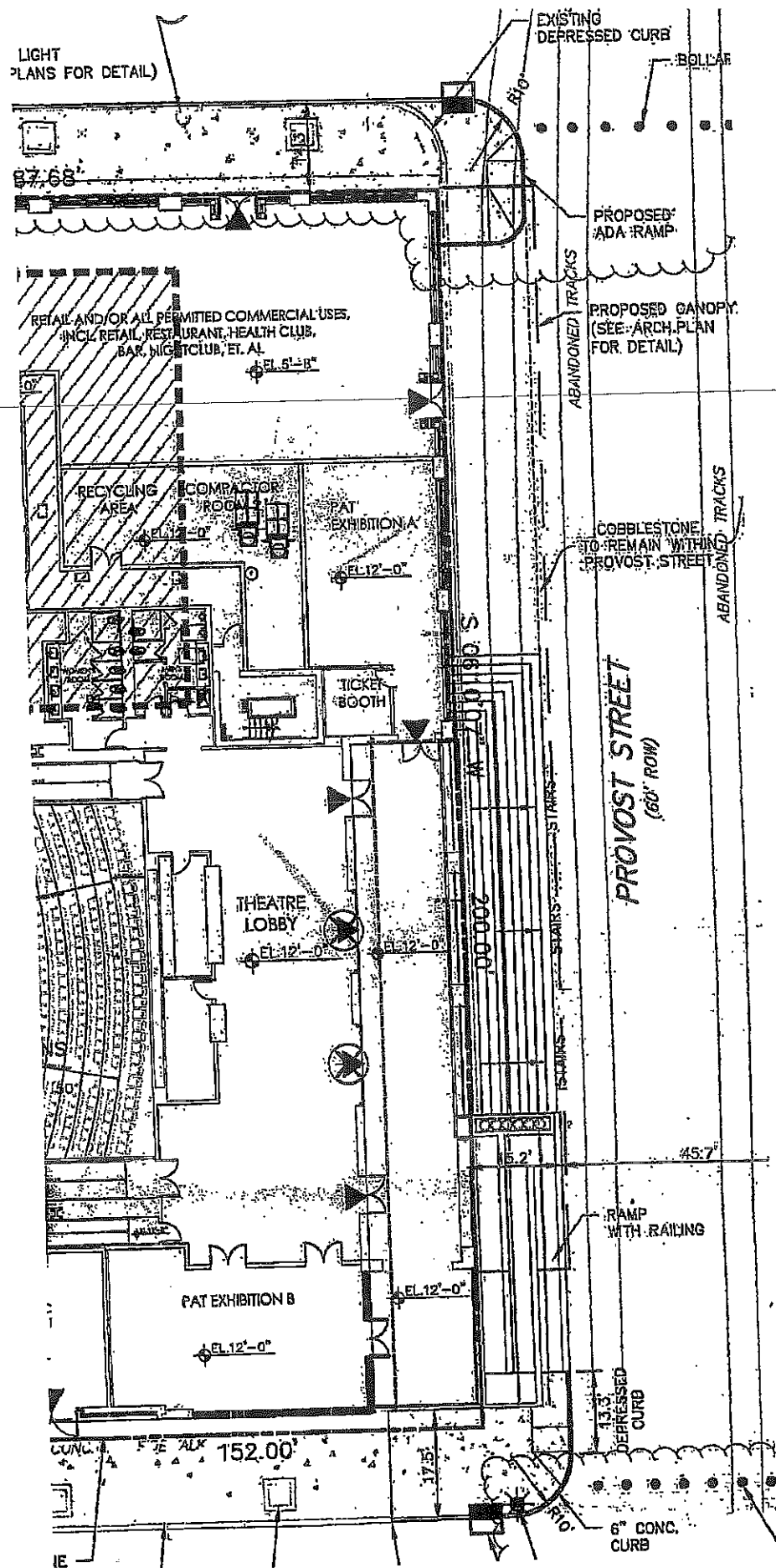
**WEST PROPERTY FINAL SITE PLAN SHOWING  
PROVOST STREET IMPROVEMENTS**

**This Exhibit includes:**

**Sheet C-2- Site Plan last dated February 8, 2019;**

**Sheet L-1- Streetscape and Landscape and Lighting Plan last dated February 8, 2019.**

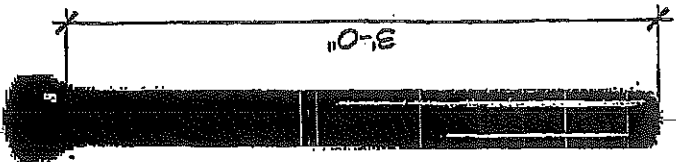
**Note: A complete copy of the Final Site Plans approved for Provost Square III, including the Provost Street Improvements, signed by the Jersey City Planning Board Chairman on March 13, 2019 is on file in the Jersey City Division of Planning, 1 Jackson Square (AKA 360 MLK Drive), Jersey City, NJ 07305-3717.**





2  
L-1

DETAIL: POLE MOUNTED LIGHT



36" HT. BOLLARD  
COLOR: TO MATCH PLAZA  
LIGHT FIXTURE  
INSTALL PER MFG.  
RECOMMENDATIONS

3  
L-1

DETAIL: BOLLARD

SCALE: N.T.S.

## **SCHEDULE 1**

### **REGULAR MAINTENANCE REQUIREMENTS FOR EAST PROPERTY PLAZA**

~~Upon the Grantee's acceptance of the Deed of Easement, the Grantor shall be~~  
responsible for performing the following regular maintenance to the East Property Plaza:

- (a) Removing trash from the East Property Plaza twice a day, once in the AM and once in the PM, or more as reasonably needed;
- (b) Emptying trash receptacles in the East Property Plaza twice a day, once in the AM and once in the PM, or more as reasonably needed;
- (c) Maintaining and replacing all shade trees, flowering trees and planted material initially installed by Grantor in the East Property Plaza and shown of Exhibit B attached hereto and made a part hereof;
- (d) Maintaining all improvements installed by Grantor in the East Property Plaza pursuant to Exhibit B including decorative pavers, pedestrian scale lighting equipment, steps, hardscape, walkways, curbs, railings, pedestals for the display of public art, and other decorative landscape elements;
- (e) Periodically removing postings from the East Property Plaza;
- (f) Providing pest control to the East Property Plaza, as reasonably needed;
- (g) Promptly notifying PSE&G when any lights in the East Property Plaza are not operating;
- (h) Washing the East Property Plaza by hose, if practical, twice weekly, weafher permitting, or causing the East Property Plaza to be cleaned by other means once a week.



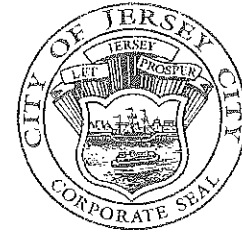
**END OF DEED OF EASEMENT**

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City Clerk File No. Ord. 19-038

Agenda No. 3.2 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-038

TITLE:

**ORDINANCE REPEALING ORDINANCES 15-052 AND 15-053 IMPOSING RESTRICTIONS  
ON FORMULA BUSINESSES WITHIN CERTAIN REDEVELOPMENT AREAS**

**COUNCIL** offered and moved adoption of the following Ordinance:

**WHEREAS**, In 2015, the Jersey City Municipal Council enacted ordinances 15-052 and 15-053 restricting "formula businesses" in 41 redevelopment areas of the City, including the 8 Erie Street Redevelopment Area; and

**WHEREAS**, the 2015 ordinances limit "formula businesses" to "30% of ground floor leasable commercial area" within the affected redevelopment areas; and

**WHEREAS**, the ordinances define "formula business" as one which is contractually obligated to maintain certain "standardized characteristics" such as "merchandise, menu items, design, signage and trademarks and where 10 or more establishments are in operation with 300 miles of municipal boundaries; and

**WHEREAS**, the commercial activities restricted within the category of formula businesses are limited to restaurants, retail sales of goods and services, bars and financial service facilities and banks; and

**WHEREAS**, all fall under the category of "interstate commerce" as that term is used in the Commerce Clause of the 14<sup>th</sup> Amendment to the Constitution; and

**WHEREAS**, having received a complaint from an affected owner, the Corporation Counsel has reviewed the ordinances and the factual record on which they are based and has concluded that it is very likely that a federal court will find the ordinances violate the Commerce Clause on the ground that the restrictions they place on out-of-state businesses ("interstate commerce") are not supported by a factual demonstration sufficient to justify such differential restrictions on formula businesses.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal council of the City of Jersey City that Ordinances 15-052 and 15-053 are hereby repealed.

TF/mma  
04/17/19

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET –**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

**Full Title of Ordinance/Resolution**

**ORDINANCE REPEALING ORDINANCES 15-052 AND 15-053 IMPOSING RESTRICTIONS ON FORMULA BUSINESSES WITHIN CERTAIN REDEVELOPMENT AREAS**

**Initiator**

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This purpose of this Ordinance is to repeal Ordinances 15-052 and 15-053 restricting "formula businesses" in 41 redevelopment areas of the Jersey City, including the 8 Erie Street redevelopment area.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

April 15, 2019  
**Date**

City Clerk File No. Ord. 19-039

Agenda No. 3.3 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-039

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH 2854 KENNEDY LLC FOR FORTY ONE (41) PARKING SPACES LOCATED AT 2854 KENNEDY BOULEVARD**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (City) needs forty-one (41) parking spaces for the Municipal Court personnel working at 365 Summit Avenue; and

**WHEREAS**, 2854 Kennedy LLC agrees to provide forty-one (41) unreserved parking spaces at its facility located at 2854 Kennedy Blvd., Jersey City for \$200.00 per space per month for a total monthly cost of \$8,200.00; and

**WHEREAS**, the City shall have the option to increase or decrease the number of parking spaces by as many as ten (10) at \$200.00 per month per space; and

**WHEREAS**, the Municipal Court personnel will be required to use access cards to gain entry to the parking spaces at 2854 Kennedy Blvd.; and

**WHEREAS**, the cost for the first forty-one (41) access cards will be \$17.00 per card for a total of \$697.00 as a one time fee; and

**WHEREAS**, any lost, broken or new access cards will be replaced/issued at \$34.50 per card; and

**WHEREAS**, 2854 Kennedy LLC and the City shall have the right to terminate the lease without cause by providing ninety (90) days' prior to the effective date of termination; and

**WHEREAS**, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

**WHEREAS**, the lease term shall be effective as of May 1, 2019 and April 30, 2022 subject to the City's option to renew the lease for an additional three (3) years; and

**WHEREAS**, funds will be made available in account #01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.

**NOW, THEREFORE BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with 2854 Kennedy LLC for forty-one (41) unreserved parking spaces at 2854 Kennedy Blvd., Jersey City.
2. The term of the lease is effective as of May 1, 2019 and shall end on April 30, 2022 subject to the City's option to renew the lease for an additional three (3) years.
3. 2854 Kennedy Blvd. LLC and the City of Jersey City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination.

4. The monthly rent for forty-one (41) unreserved parking spaces shall be \$200.00 per space for a total monthly amount of \$8,200.00.
5. The City shall have the option to increase or decrease the number of parking spaces by as many as ten (10) spaces at \$200.00 per space.
6. The cost for the first 41 access cards will be \$17.00 per card for a total of \$697.00 as a one time fee.
7. Any lost broken or new access cards will be replaced at \$34.50 per card.
8. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 394-1 et seq. Of the City Code.
9. Funds will be made available in Account No. 01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code; in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in (brackets) are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by italic.

I hereby certify that there are sufficient funds available in Municipal Rent Account # 01-201-31-432-304 for Requisition # 0188228 P.O. # \_\_\_\_\_

Elizabeth Castillo,  
Acting Chief Financial Officer

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐  
Not Required ☐

R.R.  
4-15-19

**ORDINANCE FACT SHEET**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH 2854 KENNEDY LLC FOR FORTY ONE (41) PARKING SPACES LOCATED AT 2854 KENNEDY BOULEVARD**

**Initiator**

Department/Division	Administration	Real Estate
Name/Title	Ann Marie Miller	Real Estate Manager
Phone/email	(201)547-5234	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

The City needs 41 parking spaces for Municipal Court employees working at 365 Summit Avenue. 2854 Kennedy LLC agrees to provide forty one (41) spaces at its facility located at 2854 Kennedy Boulevard, Jersey City, New Jersey 07308 at \$200.00 per space per month for a total monthly cost of \$8,200.00

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between  
**2854 KENNEDY LLC** located at 2854 Kennedy Blvd., Jersey City, New Jersey 07306 and the  
**CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

**WHEREAS**, the City requires forty-one (41) parking spaces for employees working at the Municipal Court located at 365 Summit Avenue Jersey City, New Jersey; and

**WHEREAS**, 2854 Kennedy LLC agrees to lease the City forty-one (41) parking spaces located at 2854 Kennedy Blvd., Jersey City, New Jersey.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **ARTICLE I** **Premises**

2854 Kennedy LLC does hereby lease to the City and the City does hereby rent from Imperial Parking the following described premises: A total of forty-one (41) parking spaces located at 2854 Kennedy Blvd. During the lease term, the city shall have the right to increase or decrease the number of parking spaces that it leases by as many as ten (10) parking spaces.

### **ARTICLE II** **Term**

For a term effective as of May 1, 2019 and ending on April 30, 2022 unless otherwise extended for up to an additional three (3) years.

### **ARTICLE III** **Use**

Under the terms of this lease, the City shall have the right to use and occupy forty-one parking spaces located at 2854 Kennedy Blvd, Jersey City, New Jersey.

### **ARTICLE IV** **Payment of Rent**

The City covenants and agrees to pay the 2854 Kennedy LLC rent for and during the term hereof the sum of

Eight Thousand Two Hundred Dollars (\$8,200.00 net of tax) per month during the term of the Lease. The sum of Eight Thousand Two Hundred Dollars (\$8,200.00 net of tax) represents the monthly rent due for 41 parking spaces at Two Hundred Dollars (\$200.00 net of tax) per

space per month. If the City increases or decreases the number of parking spaces, it will be by the amount of Two Hundred Dollars (\$200.00 net of taxes) per space.

The parking spaces at 2854 Kennedy Blvd require access cards to gain access to the parking spaces. For the first 41 access cards the City will be charged \$17.00 per card for a total of \$697.00 as a one time fee. For any lost, broken or new access cards will be replaced/issued at \$34.50 per card

The parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. Of the City Code.

#### **ARTICLE V** **Assignment Sub-Lease**

The City shall not, without the prior written consent of 2854 Kennedy LLC, assign mortgagor hypothecate this Lease, or sublet or sublease the premises or any part hereof.

#### **ARTICLE VI** **Termination**

The City and 2854 Kennedy LLC shall have the right at its convenience to terminate the lease at any time during its term by giving ninety (90) days' notice prior to the date of termination.

#### **ARTICLE VII** **Validity of Lease**

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

#### **ARTICLE VIII** **Notices**

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing notice of change of address shall be given in the same manner.

#### **ARTICLE IX** **Entire Contract**

This Lease contains the entire contract between the parties. No representative, agent or employee of 2854 Kennedy LLC has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions,



changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by 2854 Kennedy LLC and the City.

### **ARTICLE X**

This Lease may not be filed by the City without the prior written consent of 2854 Kennedy LLC.

2854 Kennedy LLC may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**BRIAN PLATT**  
Business Administrator

**WITNESS:**

**2854 KENNEDY LLC**

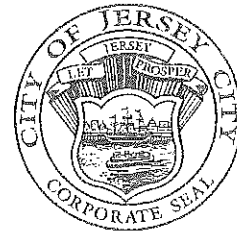
**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

City Clerk File No. Ord. 19-040

Agenda No. 3.4 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-040

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A  
LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THE  
LEASING OF THIRTY SIX 36 PARKING SPACES LOCATED AT 808  
PAVONIA AVENUE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (City) needs thirty six (36) parking spaces for the Department of Public Safety personnel working at 1 Journal Square Plaza; and

**WHEREAS**, Harwood Corporation agrees to provide thirty six (36) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$120.00 per space per month for a total monthly cost of \$4,320.00; and

**WHEREAS**, the City shall have the option to increase or decrease the number of parking spaces by as many as ten (10) at \$120.00 per space; and

**WHEREAS**, Harwood Corporation and the City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination; and

**WHEREAS**, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

**WHEREAS**, the lease term shall be effective on June 1, 2019 and end on May 31, 2021 subject to the City's option to renew the lease for an additional two (2) years; and

**WHEREAS**, funds will be made available in account #01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.

**NOW, THEREFORE BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with Harwood Corporation for thirty six (36) unreserved parking spaces at 808 Pavonia Avenue, Jersey City.
2. The term of the lease shall take effect as of June 1, 2019 and shall end on May 31, 2021 subject to the City's option to renew the lease for an additional two (2) years.
3. Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing (90) days' notice prior to the effective date of termination.
4. The monthly rent for thirty six (36) unreserved parking spaces shall be \$120.00 per space for a total monthly amount of \$4,320.00.
5. The City shall have the option to increase or decrease the number of parking spaces by as many as ten (10) at \$120.00 per space.

6. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. of the City Code.
7. Funds will be made available in Account No. 01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect in the manner as prescribed by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in (brackets) are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

I hereby certify that there are sufficient funds available in Municipal Rent Account # 01-201-31-432-304 for Requisition # 0188183 P.O. # \_\_\_\_\_

Elizabeth Castillo, Chief Financial Officer

AMM/pr

R.R.  
4-15-14

APPROVED AS TO LEGAL FORM

APPROVED: Elizabeth Castillo

APPROVED: \_\_\_\_\_  
Business Administrator

Corporation Counsel

Certification Required ☐  
Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A  
LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THIRTY SIX (36)  
PARKING SPACES LOCATED AT 808 PAVONIA AVENUE.**

**Initiator**

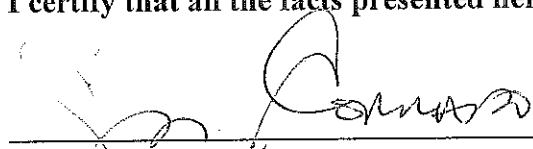
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	

**Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)**

**Ordinance/Resolution Purpose**

The City needs thirty six (36) parking spaces for the Department of Public Safety personnel working at 1 Journal Square Plaza.  
Harwood Corporation agrees to provide thirty six (36) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$120.00 per space per month for a total monthly cost of \$4,320.00.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between **HARWOOD CORPORATION** located at 26 Journal Square Suite 804, Jersey City, New Jersey 07306 and the **CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

**WHEREAS**, the City requires thirty six (36) parking spaces for employees working at the Department of Public Safety located at 1 Journal Square Plaza, Jersey City, New Jersey; and

**WHEREAS**, Harwood Corporation agrees to lease the City thirty six (36) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **ARTICLE I**

#### **Premises**

Harwood Corporation does hereby lease to the City and the City does hereby rent from Harwood Corporation the following described premises :A total of thirty six (36) parking spaces located at 808 Pavonia Avenue. During the lease term, the City shall have the right to increase or decrease the number of parking spaces that it leases by as many as ten (10) parking spaces.

### **ARTICLE II**

#### **Term**

For a term of effective as of June 1, 2019 and ending May 31, 2021 unless otherwise extended for up to an additional two (2) years.

### **ARTICLE III**

#### **Use**

Under the terms of this lease, the City shall have the right to use and occupy thirty six (36) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

### **ARTICLE IV**

#### **Payment of Rent**

The City covenants and agrees to pay the Harwood Corporation rent for and during the term hereof the sum of Four Thousand Three Hundred and Twenty Dollars (\$4,320.00) per month during the term of this Lease. The sum of Four Thousand Three Hundred and Twenty Dollars (\$4,320.00) represents the monthly rent due for thirty six (36) parking spaces at One Hundred Twenty Dollars (\$120.00) per parking space per month. If the City increases or decreases the number of parking spaces, it will be by the amount of \$120.00 per space. The

parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. Of the City Code.

#### **ARTICLE V** **Assignment Sub- Lease**

The City shall not, without the prior written consent of Harwood Corporation, assign mortgagor hypothecate this Lease, or sublet or sublease the premises or any part hereof.

#### **ARTICLE VI** **Termination**

The City and Harwood shall have the right at its convenience to terminate the lease at any time during its term by giving ninety (90) days' notice prior to the date of termination.

#### **ARTICLE VII** **Validity of Lease**

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

#### **ARTICLE VIII** **Notices**

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing notice of change of address shall be given in the same manner.

#### **ARTICLE IX** **Entire Contract**

This Lease contains the entire contract between the parties. No representative, agent or employee of Harwood Corporation has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Harwood Corporation and the City.

#### **ARTICLE X**

This Lease may not be filed by the City without the prior written consent of the Harwood Corporation.

Harwood Corporation may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**BRIAN PLATT**  
Business Administrator

**WITNESS:**

**HARWOOD CORPORATION**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

City Clerk File No. Ord. 19-041

Agenda No. 3.5 1st Reading

Agenda No.          2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-041

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) AMENDING SECTION 332-27(ANGLE PARKING) OF THE JERSEY CITY CODE DESIGNATING ANGLE PARKING ON THE NORTH SIDE OF WINFIELD AVENUE, GARFIELD AVENUE TO PRINCETON AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332(Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-27

### ANGLE PARKING

No person shall park a vehicle upon any of the streets or parts thereof listed below except at the angle designated.

Name of Street	Side	Angle (degrees)	Limits
<u>Winfield Av</u>	<u>North</u>	<u>60- Degree</u> <u>Head - In</u> <u>Parking only</u>	<u>Garfield Av to Princeton Av</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.  
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.  
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material to be inserted in new and underscored.

AV:pcl  
(04.12.19)

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Municipal Engineer

APPROVED:           
Business Administrator

          
Corporation Counsel

Certification Required ☐  
Not Required ☐



**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) AMENDING SECTION 332-27(ANGLE PARKING) OF THE JERSEY CITY CODE DESIGNATING ANGLE PARKING ON THE NORTH SIDE OF WINFIELD AVENUE, GARFIELD AVENUE TO PRINCETON AVENUE**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, PE at the request of Councilwoman Ridley, Ward A	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

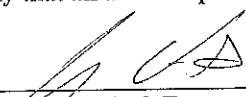
**Ordinance Purpose**

Designating 60-degree, head-in, angle parking on the north side of Winfield Avenue from Garfield Avenue to Princeton Avenue will increase parking availability on this section of Winfield Avenue from 25 parking spaces to 33 parking spaces. This would be an increase of approximately 8 parking spaces as compared to the existing condition.

Establishing angle parking on the north side of the street results in more spaces because of the relatively long stretches of uninterrupted curb line near the easterly and westerly ends of the block.

Our existing conditions parking capacity calculation contemplates the 25' state statute parking restriction. In reality, people may be parking closer to the crosswalk than is technically allowed, so the parking increase may not be that noticeable, perhaps closer to 4 parking spaces.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

4/12/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

PROPOSED PARKING CAPACITY = 33 SPACES



**WINFIELD AVENUE  
ANGLED PARKING  
STRIPING PLAN - 2**

City Clerk File No. Ord. 19-042  
Agenda No. 3-6 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-042

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) AT CLERK STREET AND FORREST STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.  
The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Forrest St</u>	<u>East</u>	<u>Clerk St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored.

AV: pel  
(04.09.19)

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) AT CLERK STREET AND FORREST STREET

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E.	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

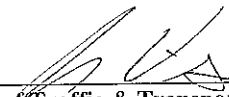
**Ordinance Purpose**

The purpose of this Ordinance is to designate the following intersection as a stop intersection:  
Clerk Street and Forrest Street, stopping Forrest Street.

This intersection currently does not have any traffic control. Clerk Street is one-way in the southbound direction and Forrest Street intersects Clerk Street to make a T-intersection. Therefore, vehicles traveling eastbound on Forrest St must come to a stop and then proceed to safely facilitate a right-turn movement approaching Clerk Street.

Designating this intersection as an all-way stop control intersection will improve traffic safety and operational characteristics at the intersection based on detailed review of traffic conditions and guidance outlined within the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

4/11/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-379

Agenda No. 10.H

Approved: MAY 10 2017

TITLE:



**RESOLUTION AUTHORIZING THE EXTENSION OF TIME  
TO COMPLETE THE CONDITIONS OF SALE AFFECTING  
BLOCK 23405 LOT 26 LOCATION 265 MARTIN LUTHER  
KING DRIVE**

COUNCIL  
of the following resolution:

offered and moved adoption

WHEREAS, on August 26, 2014, the Municipal Council of the City of Jersey City passed and adopted an Ordinance authorizing the conveyance of 265 Martin Luther King Drive ("Property") to the Urban League of Hudson County ("Urban League"), non-profit corporation pursuant to N.J.S.A. 40A:12-21(k); and

WHEREAS, on November 3, 2014 a Quitclaim Deed was released to the Urban League transferring the Property to the Urban League; and

WHEREAS, the Deed required the Urban League to rehabilitate the Property and obtain a Certificate of Occupancy no later than March 31, 2017; and

WHEREAS, as per the attached two letters from Muhammad I. Umar, Acting President/CEO of the Urban League it is requesting that the City grant the Urban League an additional two years to obtain a Certificate of Occupancy; and

WHEREAS, Mr. Umar has provided the Real Estate Office with construction drawings prepared by Helena Ruman, Architect

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that said request for a two (2) year extension to complete the conditions of sale on Block 23405 Lot 26 location 265 Martin Luther King Drive on the Tax Map of Jersey City, New Jersey is hereby approved.

APPROVED: [Signature]

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GAUSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

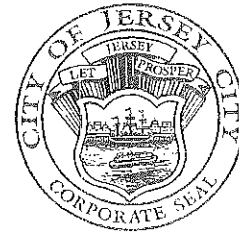
N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Roberto R. Laviado, Jr., President of Council

[Signature]  
Robert Dyma, City Clerk

City Clerk File No. Ord. 19-043  
Agenda No. 3.7 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-043

**TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY LOCATED AT 265 MARTIN LUTHER KING DRIVE, A/K/A BLOCK 23405, LOT 26, F/K/A BLOCK 1306, LOT 28B TO THE URBAN LEAGUE OF HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A. 40A:12-21(k).**

**COUNCIL** offered and moved adoption of the following Ordinance:

**WHEREAS**, on August 26, 2014 the Municipal Council of the City of Jersey City adopted Ordinance Number 14-089 authorizing the conveyance of 265 Martin Luther King Drive, a/k/a Block 23405, Lot 26, f/k/a Block 1306, Lot 28B (the "Property") to the Urban League of Hudson County (the "Urban League"), pursuant to N.J.S.A. 40A:12-21(k); and

**WHEREAS**, on November 3, 2014 a Quitclaim Deed was executed, transferring the Property to the Urban League (the "Deed"); and

**WHEREAS**, the Deed required the Urban League to perform certain conditions of sale, including rehabilitate the Property and obtain a Certificate of Occupancy no later than March 31, 2017; and

**WHEREAS**, whereas the Deed was recorded on November 20, 2014 in the Hudson County Register of Deeds at Book 9008, Page 10; and

**WHEREAS**, on May 10, 2017 the Municipal Council of the City of Jersey City adopted Resolution Number 17-379 extending the deadline to complete the conditions of sale contained in the Deed to March 31, 2019; and

**WHEREAS**, the Urban League did not complete the conditions of sale by March 31, 2019; and

**WHEREAS**, pursuant to the Deed, title automatically reverted to and vested in the City when the Urban League failed to complete the conditions of sale by March 31, 2019; and

**WHEREAS**, the Urban League is a non-profit 501(c)(3) organization dedicated to advocating, facilitating, and promoting initiatives that allow community residents to participate in the development of urban neighborhoods; and

**WHEREAS**, the Urban League proposes to purchase the Property from the City for the purpose of constructing an Annex for additional offices and classroom space to expand its existing services for the sum of one dollar (\$1.00); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21(k) of the Local Lands and Buildings Law, the City may authorize the private sale of City Property not needed for municipal purposes to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational, or religious organization, which includes among its principal purposes the provision of educational, recreational, medical or social services to the general public, including residents of the municipality, for nominal consideration upon certain terms; and

**WHEREAS**, the Urban League shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the date of closing; and

**WHEREAS**, the deed conveying title must contain a condition subsequent which shall cause title to the property to revert to the City in the event that the Property is used for any commercial business, trade or manufacture purpose or the Property is not used for the purposes of providing education, recreation, medical or social services to the general public for a period of thirty (30) years.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:12-21(k), the conveyance of 265 Martin Luther King Drive, a/k/a Block 23405, Lot 26, f/k/a Block 1306, Lot 28B, to the Urban League of Hudson County, a duly incorporated non-profit corporation of the State of New Jersey, is hereby authorized; and
2. The Mayor or Business Administrator is authorized to execute a Deed, Contract of Sale, and any other document as the Corporation Counsel deems appropriate or necessary to effectuate the conveyance of the property to the Urban League of Hudson County; and
3. The Deed Conveying title shall be in substantially the form attached, subject to such modifications as the Corporation Counsel deems appropriate and shall be subject to the following terms and conditions:
  - a. Consideration: The Urban League of Hudson County shall pay the City the sum of \$1.00 for the purchase of the property. Closing shall occur within thirty (30) days from the adoption of the Ordinance by the Municipal Council authorizing the conveyance of the property.
  - b. Conditions of Property: The Property shall be conveyed in its strictly "as is" condition. The City of Jersey City makes no promises as to the ownership or title, but simply transfers whatever interest the City of Jersey City has to the Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.
  - c. Conditions of Sale:
    1. The Urban League of Hudson County shall obtain the necessary construction approvals and commence work at the property with eighteen (18) months from the closing date. The Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official by no later than March 31, 2021.
    2. Restriction Against Alienation: the Urban League shall not sell, convey or otherwise transfer the above described property until the Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.
    3. The Municipal Council shall, upon the Urban League's completion of all the terms and conditions of sale, adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.
    4. Use Restriction: The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and not for any commercial, business, trade, or manufacturing purposes for a period of thirty (30) years. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.

5. If the Urban League (a) fails to obtain the permit approvals and commence construction within eighteen (18) months from the closing date, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, (d) fails to obtain a certificate of occupancy from the City's Construction Official by no later than March 31, 2021, or (e) the property is used for commercial business trade or manufacture purpose, then title to the property shall automatically revert to and become vested in the City of Jersey City.
6. Upon demand, Grantee and any subsequent purchaser shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect at the time and in the manner as provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers, and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in ~~{brackets}~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

HCB/mma  
04/17/19

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐



**ORDINANCE FACT SHEET**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY LOCATED AT 265 MARTIN LUTHER KING DRIVE, A/K/A BLOCK 23405, LOT 26, F/K/A BLOCK 1306, LOT 28B TO THE URBAN LEAGUE OF HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A. 40A:12-21(k).**

**Initiator**

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

The purpose of this resolution is to authorize the conveyance of property to the Urban League of Hudson County pursuant to N.J.S.A. 40A:12-21(k).

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

City Clerk File No. Ord. 14. 089  
Agenda No. 3.E 1st Reading  
Agenda No. 4.E. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE *14.089*

TITLE: **ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY  
LOCATED AT 265 MARTIN LUTHER KING DRIVE TO THE URBAN LEAGUE OF  
HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A.  
40A:12-21(k)**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (City) is the owner of certain property located at Block 23405, Lot 26, commonly known as 265 Martin Luther King Drive [Property], which property is not needed for any municipal purpose; and

**WHEREAS**, Urban League of Hudson County (ULOHC) is a nonprofit 501 (c)(3) organization dedicated to advocating, facilitating and promoting initiatives that allow community residents to participate in the development of urban neighborhoods; and

**WHEREAS**, ULOHC provides education, community outreach, information technology services for its clients at 253 Martin Luther King Drive; and

**WHEREAS**, ULOHC proposes to purchase 265 MLK Drive from the City for the purpose of constructing an Annex for additional offices and classroom space to expand existing its services for the sum of thirty-seven thousand five hundred dollars (\$37,500.00); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21(k) of the Local Lands and Buildings Law, the City may authorize the private sale of City Property, not needed for municipal purposes to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational or religious organization, which includes among its principal purposes the provision of educational, recreational, medical or social services to the general public, including residents of the municipality, for nominal consideration upon certain terms; and

**WHEREAS**, the ULOHC shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the date of closing; and

**WHEREAS**, the deed conveying title must contain a condition subsequent which shall cause title to the property to revert to the City in the event that the property is used for any commercial business, trade or manufacture purposes or the Property is not used for the purposes of providing education, recreation, medical or social services to the general public for a period of thirty (30) years.

**NOW THEREFORE, BE IT ORDAINED**, that the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:12-21(k), the conveyance of Block 23405, Lot 26, more commonly known as 265 Martin Luther King Drive, to Urban League of Hudson County, a duly incorporated non-profit corporation of the State of New Jersey, is hereby authorized; and
2. The Mayor or Business Administrator is authorized to execute a Deed, Contract of Sale and

any other documents as the Corporation Counsel deems appropriate or necessary to effectuate the conveyance of the property to Urban League of Hudson County; and

3. The Deed conveying title shall be in substantially the form attached, subject to such modifications as the Corporation Counsel deems appropriate and shall be subject to the following terms and conditions:

(a). Consideration: The Urban League of Hudson County shall pay the City the sum of \$37,500.00 for the purchase of the property. Closing shall occur within thirty (30) days from the adoption of the Ordinance by the Municipal Council authorizing the conveyance of the property.

(b). Conditions of Property: The Property shall be conveyed in its strictly "as is" condition. The City of Jersey City makes no promises as to ownership or title, but simple transfers whatever interest the City of Jersey has to Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.

(c). Conditions of Sale:

1) Urban League shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the closing date. Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official by no later than March 31, 2017.

2) Restriction Against Alienation: Urban League shall not sell, convey or otherwise transfer the above described property until Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.

3) The Municipal Council shall upon Urban League's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.

4) Use Restriction: The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and not for any commercial, business, trade or manufacturing purposes for a period of thirty (30) years. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.

5) If Urban League (a) fails to obtain the permit approvals and commence construction within eighteen (18) months from the closing date, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, (d) fails to obtain a certificate of occupancy from the City's Construction Official by no later than March 31, 2017 or (e) the property is used for commercial business, trade or manufacture purposes, then title to the property shall automatically revert to and become vested in the City of Jersey City.

6) Upon demand, Grantee and any subsequent purchasers shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner as provided by law.

D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event

that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.  
For purposes of advertising only, new matter is indicated by bold face and repealed matter by *italic*.

HW  
11/1/14

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☒  
Not Required ☐

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.089  
TITLE: J.E JUL 16 2014 4.E

**AUG 20 2014**

Ordinance authorizing the conveyance of city owned property located at 265 Martin Luther King Drive to the Urban League of Hudson County, a Non-Profit Corporation pursuant to N.J.S.A. 40A:12-21 (k).

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>JUL 16 2014 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		
RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>AUG 20 2014 9-0</b>											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			
RECORD OF FINAL COUNCIL VOTE <b>AUG 20 2014 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JUL 16 2014**

Adopted on second and final reading after hearing on **AUG 20 2014**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 20 2014**

Robert Bynne  
Robert Bynne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **AUG 20 2014**

APPROVED:

Steven M. Popp, Mayor

Date **AUG 26 2014**

Date to Mayor **AUG 21 2014**



28141120010100010 1/5  
 11/20/2014 03:24:54 PM DEED  
 BK: 9008 Pg: 10  
 Pamela E. Gardner  
 Hudson County, Register of Deeds  
 Receipt No. 963989

Prepared by: Atza Wilson  
 Atza Wilson, Esq.

# QUITCLAIM DEED

A COPY OF THIS DEED  
 HAS BEEN SENT TO ASSESSOR'S OFFICE

This Deed is made on 3<sup>rd</sup> day of November, 2014

Between CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the Grantor,

And URBAN LEAGUE OF HUDSON COUNTY, a nonprofit corporation of the State of New Jersey with offices at 253 Martin Luther King Drive, Jersey City, NJ 07305-3427, referred to as the Grantee.

Witnesseth, The Grantor, for and in consideration of the sum of thirty-seven thousand five hundred dollars (\$37,500.00) lawful money of the United States of America, to it in hand well and truly paid by the Grantee, at or before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, alienated, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alienate, release, enfeoff, convey and confirm unto the Grantee, and to the heirs, successors and assigns forever of the Grantee,

All that certain or parcel of land and premises, hereinafter particularly described, situate, lying and being in the CITY of JERSEY CITY, County of HUDSON and State of NEW JERSEY and designated on the Official Tax Map of the City of Jersey City by the following Block and Lot:

<u>Block No.</u>	<u>Lot No.</u>
23405	26

and more commonly known by the street address of 265 Martin Luther King Drive, Jersey City, New Jersey.

The Grantee as part of the consideration for this conveyance hereby covenants and agrees for itself, its successors and assigns with the Grantor, its successors and assigns, for the benefit of the property conveyed herein, that the Grantee's right, title and interest in the property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions set forth below:

1) Conditions of Property: The City hereby conveys the Property in its strictly "as is" condition. The City of Jersey City makes no promises as to ownership or title, but simple transfers whatever interest the City of Jersey has to Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.

2) Condition of Sale: Urban League shall rehabilitate the property in compliance with the Uniform Construction Code and the Property Maintenance Code. Urban League shall obtain the necessary construction approvals and commence work at the property within eighteen (18) months from the date hereof. Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official by or on March 31, 2017.

28141120010100010  
 11/20/2014 3:24:54 PM  
 Consideration: \$37,500.00  
 Exempt Codes: Exempt  
 County: \$5.00 State: \$5.00  
 NJANIT: \$5.00 PHPP: \$5.00  
 ERA: \$5.00 General: \$5.00  
 Buyer's Fee: \$5.00  
 Total RTF: \$5.00

5 pages 30+3 A

- 3) **Restriction Against Alienation:** Urban League shall not sell, convey or otherwise transfer the above described property until Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.
- 4) The Municipal Council shall upon Urban League's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.
- 5) **Use Restriction:** The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and county and not for any commercial business, trade or manufacture purposes for a period of thirty (30) years from the date hereof. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.
- 6) If Urban League (a) fails to obtain the permit approvals and commence construction within eighteen (18) months from the date hereof, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, (d) fails to obtain a certificate of occupancy from the City's Construction Official by or on March 31, 2017, or (e) the property is used for commercial business, trade or manufacture purposes, then title to the property shall automatically revert to and become vested in the City of Jersey City without any entry or reentry made thereon.
- 7) Upon demand, Grantee and any subsequent purchasers shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.

The above covenants shall be binding upon the Grantee, its heirs, successors or assigns and all persons claiming thereunder for a period of thirty (30) years from the date hereof. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages or to cause forfeiture of all rights and title to said lands and premises and all interest therein without any entry or reentry made thereon, at the sole discretion of the Grantor.

This Deed is given under and by virtue of Ordinance No. 14:089 adopted by the Municipal Council of the City of Jersey City, on August 20, 2014, and in accordance with the provisions of N.J.S.A. 40A:12-21(k) which authorizes the private sale by the City of Jersey City of public land not needed for public use, the supplements thereto and amendments thereof, if any, of the New Jersey Statutes Annotated and any regulations promulgated thereunder.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the Grantor, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the Grantees, their heirs, successors, and assigns, only for the purpose of providing education, recreation, medical or social services to the general public, including residents of Hudson County, and not for use by any political, partisan, sectarian, denominational or religious organization.

13



City Clerk File No. Ord. 19-044  
Agenda No. 3.8 1st Reading  
Agenda No. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-044

**TITLE AN ORDINANCE AMENDING CHAPTER 260 (RENT CONTROL) SECTION 260-1 (DEFINITIONS) REVISING THE DEFINITION OF FAIR RETURN USED IN DETERMINING HARDSHIP APPLICATION BY LANDLORD**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

**§260-1. - Definitions.**

**EQUITY IN REAL PROPERTY INVESTMENT**—The actual cash contribution of the purchaser at the time of closing of Title and any principal payments to outstanding mortgages subsequent to acquisition of title by the purchaser.

**FAIR RETURN**—The percentage of return on equity of real property investment. The amount of return shall be measured by the net income before depreciation. A "fair return" on the equity investment in real property shall be considered to be {6} 2.5% above the maximum passbook demand deposit savings account interest rate available in the municipality. ~~{The 6% is provided to reflect the higher risk 3% and lesser liquidity 3% of real property investment in comparison to savings accounts investments.}~~

**§260-10. - Hardship rental increases.**

In the event that a landlord cannot meet his or her mortgage payments or operating expenses or does not make a fair return on his or her investment, he or she may apply to the Rent Leveling Board for increased rentals, provided that he or she has owned the building for at least nine months prior to the time he or she applies for an increase.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict accidental repealers of existing provisions.

**Note:** All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

TF/mma  
01/17/19

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET -**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

**Full Title of Ordinance/Resolution**

**AN ORDINANCE AMENDING CHAPTER 260 (RENT CONTROL) SECTION 260-1 (DEFINITIONS) REVISING THE DEFINITION OF FAIR RETURN USED IN DETERMINING HARDSHIP APPLICATION BY LANDLORD**

**Initiator**

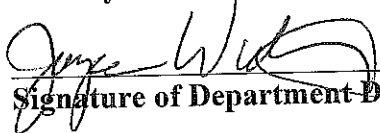
Department/Division	Councilmember	
Name/Title	Joyce Watterman	Councilwoman At Large
Phone/email	201-547-5134	<a href="mailto:jwatterman@jcnj.org">jwatterman@jcnj.org</a>

(Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This purpose of this Ordinance is to amend Chapter 260 (Rent Control) section 260-1 (Definitions) revising the definition of the fair return from 6% to 2.5% above the maximum passbook demand deposit savings account interest rate available in the municipality.

I certify that all the facts presented herein are accurate.

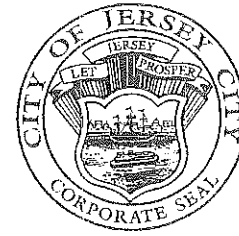
  
Signature of Department Director

April 15, 2019  
Date

City Clerk File No. Ord. 19-045

Agenda No. 3.9 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-045

**TITLE:**

**AN ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE X (DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE), SECTION 78 (DIVISION OF HOUSING PRESERVATION) AND CHAPTER 345 (ZONING) ARTICLE V (ZONING & DESIGN STANDARDS) SECTION 60(Z) (SUPPLEMENTARY ZONING REGULATIONS) PERTAINING TO SHORT-TERM RENTALS**

**WHEREAS**, the Municipal Council of the City of Jersey City (the "Council") seeks to permit transient accommodation or short-term rental use of certain legally permitted dwelling units throughout the City of Jersey City (also referenced as the "City" or "Jersey City") in order to facilitate the booking of reservations for such uses through third party booking platforms, and promote tourism and economic vitality in the City; and

**WHEREAS**, the short-term rental of dwellings and dwelling units can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism and supporting the local tourism industry and business community; and

**WHEREAS**, the short-term rental of dwellings and dwelling units can provide homeowners with an opportunity to maintain ownership of property in difficult economic circumstances; and

**WHEREAS**, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

**WHEREAS**, the Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

**WHEREAS**, the presence of short-term rentals of residential dwelling units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

**WHEREAS**, long-term rental housing vacancy rates in the City are at low levels, making it increasingly difficult for people to obtain permanent housing in Jersey City; and

**WHEREAS**, removal of residential units from the long-term housing market for short-term rental use contributes to low vacancy rates; and

**WHEREAS**, the conversion of long-term housing units to short-term rentals will result in the loss of long-term housing for Jersey City residents; and

**WHEREAS**, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

**WHEREAS**, the Council finds that there is a substantial interest in furthering the public health, safety and welfare by controlling density, by protecting the residential character of areas designated for residential use, by establishing and enforcing minimum life safety standards, and by preserving the long-term rental housing market located within the City.

**NOW, THEREFORE, BE IT ORDAINED, BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT** Chapter 3 (Administration Of Government), Article X (Department Of Housing, Economic Development And Commerce), Section 78 (Division Of Housing Preservation) and Chapter 345 (Zoning) Article V (Zoning & Design Standards) Section 60(Z) (Supplementary Zoning Regulations) be amended to read:

**§3-78.- Division of Housing Preservation.**

- A. Creation of the Division of Housing Preservation; Director of Housing Preservation in charge. There is hereby created within the Department of Housing, Economic Development and Commerce the Division of Housing Preservation, the head of which shall be the Director of Housing Preservation.
- B. Division of Housing Preservation; functions. Under the supervision of the Director of Housing Preservation the Division of Housing Preservation shall administer the following:
  - (1) Through the Office of Housing Code Enforcement, administer and enforce the Property Maintenance Code Chapter 254, the Short-Term Rental Requirements of Chapter 345, and ordinances which relate to housing and neighborhoods as may be assigned to it for administration.
  - (2) Through Office of Landlord/Tenant Relations, administer and enforce the Rent Control Ordinance Chapter 260: provide education, information and referrals to city residents in connection with Landlord/Tenant related issues; provide appropriate personnel to attend all meetings of the Rent Leveling Board and assist the Rent Leveling Board in its duties.

**§345-60.- Supplementary zoning regulations.**

**A. General through Y. Art Gallery**

NO CHANGE.

**Z. Short Term Rental.**

~~[Short term rentals are permitted as an accessory use to a permitted principal residential use in all zoning districts and redevelopment plan areas where residential uses are permitted.~~

- i. ~~The person offering a dwelling unit for short term rental use must be the owner or lessee of the residence in which the short term rental activity occurs. Short-term rental activity may occur in a habitable accessory building located on the same premises as the residence.~~
- ii. ~~No person offering a dwelling unit for short term rental use shall be required to obtain any license for such use, including but not limited to licenses that would otherwise be required by Section 188 or Section 254-82, unless such person offers more than five (5) separate dwelling units for short term rental use in the City. Any person offering more than five (5) separate dwelling units for short term rental use in the City must:~~

- ~~1. Obtain a license pursuant to Section 254-82 to offer each dwelling unit for short-term rental. The City shall have discretion to accept and reject such licenses.~~
- ~~2. Ensure that the short-term rental use is clearly incidental to the principal residential uses permitted in the zone where each such dwelling unit is located.~~
- ~~iii. There shall be no sign identifying the short-term rental use, and there shall be no identification of such short-term rental use upon any mailbox.~~
- ~~iv. The short-term rental use shall be conducted in a manner that does not materially disrupt the residential character of the neighborhood.~~
- v. ~~No equipment or process shall be used in such short-term rental which creates glare, fumes, odors, or other nuisance factors detectable to the human senses outside the lot on which the short-term rental is conducted.]~~

#### 1. Definitions

The following terms shall have the meanings indicated below:

"Dangerous Condition" shall mean a condition that creates a substantial risk of injury to life and/or property.

"Owner" shall mean any person alone or jointly or severally with others:

- a. Who has legal or equitable title to any premises, with or without accompanying actual possession thereof;
- b. Who has equitable title and is either in actual possession or collects rents therefrom;
- c. Who, as executor, executrix, trustee, guardian or receiver of an estate or as mortgagee or as vendee in possession, either by virtue of a court order or by agreement or voluntary surrender of the premises by the person holding the legal title, or as collector of rents, shall have charge, care or control of any dwelling, boardinghouse or lodging house; or any such person thus representing the person holding the equitable or legal title, all of whom under this chapter shall be bound to comply with the provisions hereof and any rules and regulations adopted pursuant thereto to the same extent as if they were the persons holding the legal or equitable title.

"Owner-Occupied" shall mean the owner of the property resides in the short term rental property, or in the principal residential unit with which the short term rental property is associated on the same lot, and identifies same as his or her principal residence as that term is defined in this Section. For purposes of this Section, if the owner of the property is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in the short term rental property, or in the principal residential unit with which the short term rental property is associated on the same lot, and identify same as his or her principal residence as that term is defined in this Section.

"Principal Residence" shall mean the address: (1) where at least one of the property owners spends the majority of his or her non-working time; (2) which is most clearly the center of his or her domestic life; and (3) which is identified on his or her driver's license or State Identification Card as being his or her legal address. All the above requirements must be met in order for an address to constitute a principal residence for purposes of this Section.

"Property" shall mean a parcel of real property located within the boundaries of the City of Jersey City, Hudson County, New Jersey.

"Responsible Party" shall mean both the short-term rental property owner and a person (property manager) designated by the owner to be called upon and be responsible at all times during the period of a short-term rental and to answer for the maintenance of the property, or the conduct and acts of occupants of the short-term rental property, and, in the case of the property manager, to accept service of legal process on behalf of the owner of the short-term rental property.

"Short-Term Rental" (hereinafter "STR") shall mean the accessory use of a dwelling unit as defined in this Section for occupancy by someone other than the unit's owner or permanent resident for a period of twenty-eight (28) or fewer consecutive days, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants as defined in this Section.

"Short-Term Rental Property" (hereinafter "STRP") shall mean a residential dwelling unit as defined in this Section, that is used and/or advertised for rent as a short-term rental for transient occupants as guests, as those terms are defined in this Section.

"Short-Term Rental Property Agent" shall mean any New Jersey licensed real estate agent or other person designated and charged by the owner of a short-term rental property, with the responsibility for making the short-term rental application to the City on behalf of the owner, and fulfilling all of the obligations in connection with completion of the short-term rental property permit application process on behalf of the owner. Such person shall be available for and responsive to contact on behalf of the owner at all times.

"Transient Occupant" shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either: (1) registered as a short-term rental property, or (2) satisfies the definition of a short-term rental property, as such term is defined in this Section. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the short-term rental is a transient occupant.

## 2. Regulations Pertaining to Short-Term Rentals.

- a. It shall be unlawful for any owner of any property within the geographic bounds of the City of Jersey City, Hudson County, New Jersey, to rent, operate, or advertise a short-term rental in a manner that is contrary to the procedures and regulations established in this Section or applicable State Law.
- b. Short-term rentals shall be permitted to be conducted in the following classifications of property in the City of Jersey City:
  - i. Dwelling units located in a condominium association, homeowners association, or cooperative association, where the association's Bylaws, Master Deed, or other relevant governing document permits short-term rentals and where the owner of the unit legally identifies an address within the association as his or her principal residence; and
  - ii. Individually or collectively owner-occupied single-family residences, which one of the owners legally identifies as the address of his or her principal residence, as that term is defined in this Section; and
  - iii. One dwelling unit within a two-family residential dwelling, where the other unit is owner-occupied and identified by the owner as his or her principal residence, as that term is defined in this Section; and

- iv. One dwelling unit in a multiple dwelling provided that: (1) the multiple dwelling is not located in a condominium association, homeowner association, or cooperative association; (2) the multiple dwelling contains three (3) or fewer separate dwelling units; and (3) another dwelling unit in the multiple dwelling is owner-occupied; and
- v. No more than two rooms within a single-family residential dwelling unit operating as a bed and breakfast as defined in this Chapter, and the remainder of the single-family dwelling unit is owner-occupied and is identified by the owner as his or her principal residence, as that term is defined in this Section, except that no room shall be occupied by any more than two (2) adults and their minor children at any time.
- c. Short Term Rentals shall not be permitted in a multiple dwelling in which rent is: set by HUD, set by a State agency, set by an agreement with the owner/developer, or governed by Chapter 260 of this Code.
- d. The following shall not be permitted to operate as short term rentals pursuant to this Section: hotel, motel, studio hotel, rooming house, dormitory, public or private club, convalescent home, rest home, home for aged people, adult family care homes, assisted living facilities, community residences for developmentally disabled persons, community shelters for victims of domestic violence, senior housing, nursing homes, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families, any housing operated or used exclusively for religious, charitable or educational purposes, or any housing owned by a governmental agency and used to house its employees or for governmental purposes.
- e. Rentals of any dwelling unit where the owner/operator of the short-term rental property is not present shall be conducted no more than twenty-eight (28) total nights per calendar year. Each night in excess of this limit shall be considered a separate violation.
- f. Rentals of any dwelling unit where the owner/operator of the short-term rental property is not present shall be prohibited in dwelling units located in any multiple dwellings that contain more than three (3) separate dwelling units. It shall be a violation to rent or to advertise such properties.
- g. The person offering a dwelling unit for short-term rental use must be the owner of the dwelling unit. A tenant of a property may not apply for a short-term rental permit, nor shall the property or any portion thereof be sub-leased by the tenant on a short-term basis, or operated as a STRP by the tenant. This STRP regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section will result in enforcement action against the tenant, the STRP owner, the Short-Term Rental Agent, and the Responsible Party, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties.
- 3. Short-Term Rental Permit, Permit Registration Fee/Application.
  - a. In addition to any land use requirement(s) set forth in the City of Jersey City Land Use Regulations, the owner/operator of a short-term rental property shall obtain a short-term rental permit from the City of Jersey City Division of Housing Preservation, before renting or advertising for rent any short-term rental. The application for a short-term rental permit must meet the following initial requirements to be considered:

- i. For existing Short-Term Rentals, the applicant must not have had more than two (2) documented dangerous conditions, as defined in this Section, within the last two (2) years; and
    - ii. For existing Short-Term Rentals, the applicant must have no violations of the City of Jersey City's Noise Ordinance, located in Chapter 222 of this Code, within the last two (2) years. A violation of the Noise Ordinance means a documented violation by the City of Jersey City Municipal Court; and
    - iii. In the event that any code violations have been issued by the City relating to the STRP, a short-term rental permit shall not be issued until such time as such violations have been properly abated. The STRP owner must also close any open construction permits for the property prior to the issuance of a short-term rental permit; and
    - iv. The applicant must be current with all city taxes, water, and sewage charges; and
    - v. All fines or penalties issued by the Municipal Court for the City of Jersey City for any past code violations relating to the STRP, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a short-term rental permit.
  - b. No person or entity shall operate a STRP, or advertise a residential property for use as a STRP, without the owner/operator of the property first having obtained a STR permit issued by the City of Jersey City's Division of Housing Preservation. The failure to obtain a valid STR permit prior to advertising the STRP in any print, digital, or internet advertisement or web-based platform, and/or in the Multiple Listing Service (hereinafter "MLS") or any realtor's property listing shall be a violation of this Ordinance. No STR permit issued under this Section may be transferred or assigned or used by any person or entity, other than the owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued.
  - c. An owner of property, intended to serve as a STRP, or any agent acting on behalf of the owner, shall submit to the City of Jersey City Division of House Preservation, a STR permit application provided by the City, along with an initial registration fee of \$500.00. Said fee shall be non-refundable, including in the event that the application is denied.
  - d. The STR permit, if granted, shall be valid for a period of one (1) year from the date of issuance.
  - e. A short-term rental permit shall be renewed on an annual basis, based upon the anniversary of the original permit issuance, by submitting to the Division of Housing Preservation, a short-term rental permit application, and a renewal registration fee of \$300.00.
  - f. The short-term rental permit shall expire automatically when the STRP changes ownership, and a new initial application and registration fee will be required in the event that the new owner intends to use the property as a STRP. A new application shall also be required for any STR that had its short term rental permit revoked or suspended.
4. Application Process for Short-Term Rental Permit and Inspections.
- a. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the City of Jersey City Division of Housing Preservation. The application shall be furnished, under oath, on a form specified by that department, accompanied by the non-refundable application fee as set forth in in Subsection 3 above. Such application shall include:



- i. The name, address, telephone number and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including street address, email address and telephone numbers for each of them;
  - ii. The address of the proposed STR;
  - iii. A copy of the driver's license or State Identification Card of the owner of the short-term rental property, confirming, as set forth in this Section, that the property is the principal residence, as that term is defined in this Section, of the owner making application for the STR permit;
  - iv. The owner's sworn acknowledgement that he/she is in compliance with the requirement that the STRP constitutes the owner's principal residence, as defined in this Section;
  - v. The name, address, telephone number and email address of the short-term rental property agent, which shall constitute his /her 7 day a week, 24-hour a day contact information;
  - vi. The name, address, telephone number and email address of the short-term rental property's responsible party, which shall constitute his / her 7-day a week, 24-hour a day contact information;
  - vii. Copies of two (2) utility bills from the STRP that are less than thirty (30) days old; and
  - viii. The owner's sworn acknowledgement that he/she has received a copy of this Ordinance, has reviewed it, understands its requirements and certifies as to the accuracy of all information provided in the permit application;
  - ix. The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on-street parking spaces directly adjacent to the premises. The owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the STR is located, resulting from excessive vehicles generated by the STR of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;
  - x. The owner's agreement that all renters of the STRP shall be limited to one (1) vehicle per two occupants in the STRP;
  - xi. The owner's agreement to use his or her best efforts to assure that use of the STRP by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
  - xii. Any other information that this Chapter requires a property owner to provide to the City in connection with an application for a Certificate of Occupancy. The Director of the Division of Housing Preservation, or his/her designee, shall have the authority to obtain additional information from the STRP owner/applicant or amend the permit application to require additional information, as necessary, to achieve the objectives of this Chapter.
- b. Every application for a short-term rental permit shall require annual inspections for the STRP's compliance with the City's fire safety regulations and Property Maintenance Code. In addition, each application is subject to review to verify the STRP's eligibility for use as a STR and compliance with the regulations in this Section.

- c. A Zoning Compliance Certificate, which states that the premises are not being occupied or used in violation of the City's Land Use Regulations and Zoning Ordinances, shall be required.
  - d. A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar license, in which event a license shall not be issued, which denial may be appealed as provided hereinafter.
  - e. Attached to and concurrent with submission of the permit application described in this Section, the owner shall provide:
    - i. Proof of the owner's current ownership of the short-term rental unit;
    - ii. Proof of general liability insurance in a minimum amount of \$1,000,000.00; and
    - iii. Written certifications from the short-term rental property agent and responsible party that they agree to perform all of the respective duties specified in this Section.
  - f. The STRP owner/permit holder shall publish the short-term rental permit number issued by the City in every print, digital, or internet advertisement, and/or in the MLS or other real estate listing of a real estate agent licensed by the New Jersey Real Estate Commission, in which the STRP is advertised for rent on a short term basis.
  - g. The STRP owner or agent shall maintain an up-to-date log of all transient occupants who will be occupying the STRP, which shall contain the occupant or occupants' names, ages, dates of commencement and expiration of each short-term rental period. This log shall be available for inspection by the City's Division of Housing Preservation and, in case of emergency, the Department of Public Safety. The purpose of this requirement is to ensure that the City shall have basic identifying information of all occupants of the STRP at all times.
  - h. In no event shall a STRP be rented to anyone younger than twenty-one (21) years of age. The primary occupant of all short-term rentals executing the agreement between the owner and the occupant must be over the age of twenty-one (21), and must be the party who will actually occupy the property during the term of the short-term rental. The primary occupant may have guests under the age of twenty-one (21) who will share and occupy the property with them. Both the primary occupant executing the short-term rental agreement and the STRP owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the STRP is not occupied by at least one adult over the age of twenty-one, during the term of the STRP. No one under eighteen (18) years of age shall be permitted on the premises of a STRP unless they are accompanied by their legal guardian.
5. Issuance of Permit and Appeal Procedure.
- a. Once an application is submitted, complete with all required information and documentation and fees, the Division of Housing Preservation, following any necessary investigation for compliance with this Section, shall either issue the short-term rental permit, or issue a written denial of the permit application with the reasons for such denial being stated therein within thirty (30) days, provided access to the STRP is provided by the owner or owner's STR agent.
  - b. If denied, the applicant shall have ten (10) business days to appeal the denial, in writing, to the Office of the Business Administrator and the Division of Housing Preservation.
  - c. Within thirty (30) days thereafter, the Business Administrator or his/her designee shall hear and decide the appeal.

6. Short-Term Rental Operational Requirements.

- a. All STRs must comply with all applicable rules, regulations and ordinances of the City of Jersey City and all applicable rules, regulations and laws of the State of New Jersey, including regulations governing such lodging uses, as applicable. The STRP owner shall ensure that the STR is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a STR.
- b. A dwelling unit that is not located in a Bed and Breakfast, as defined in this Chapter, shall be limited to a single short-term rental contract at a time.
- c. The owner of a STRP shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a STRP.
- d. Transient occupants of the STRP shall comply with all ordinances of the City of Jersey City including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the owner of the STRP, the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application, to the issuance of fines and/or penalties, and the possibility of the revocation or suspension of the STRP permit.
- e. The owner of a STRP shall post the following information in a prominent location within the STR:
  - i. Owner name; if owner is an entity, the name of a principal in the entity, email address and phone number for the principal;
  - ii. The names, email addresses, and phone numbers for the Responsible Party and the Short-Term Rental Agent as those terms are defined in this Section;
  - iii. The phone numbers for the Department of Public Safety, the City of Jersey City's Resident Response Center, and the Division of Housing Preservation;
  - iv. The maximum number of parking spaces available for STP use onsite;
  - v. Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
  - vi. Notification that a guest, Transient Occupant, the Short-Term Rental Property Agent, the Responsible Party or STRP owner may be cited or fined by the City of Jersey City Department of Public Safety or the City of Jersey City Division of Housing Preservation for violations of, and in accordance with any applicable Ordinance(s) of the City of Jersey City.
- f. In the event that any complaints are received by the Jersey City Department of Public Safety, or the Division of Housing Preservation regarding the STR and/or the Transient Occupants and the owner of the STRP is unreachable or unresponsive, both the Responsible Party and the Short-Term Rental Agent listed in the short-term rental permit application shall have the responsibility to take any action required to properly resolve such complaints, and shall be authorized by the STRP owner to do so.
- g. While a STRP is rented, the owner, the Short-Term Rental Agent, or the Responsible Party shall be available twenty-four hours per day, seven days per week for the purpose of responding within two (2) hours to complaints regarding the condition of the STRP premises, maintenance of the STRP premises, operation of the STRP, or conduct of the guests at the STRP, or nuisance complaints from the Department of Public Safety, or neighbors, arising by virtue of the short-term rental of the property.

- h. If the STRP is the subject of two (2) or more substantiated civil and/or criminal complaints and/or code violations, the Director of the Division of Housing Preservation or his/her designee or the Business Administrator or his/her designee shall revoke the short-term rental permit issued for the STRP, in which case, the STRP may not be the subject of a new STRP permit application for one (1) year following the date of revocation of the permit. The Director of the Division of Housing Preservation or his/her designee or the Business Administrator or his/her designee shall retain the discretion to revoke a short-term rental permit in the event of a single substantiated civil and/or criminal complaint and/or code violation if, in his/her sole discretion, the interests of the City and its residents justify immediate revocation. In the event that an STRP is the subject of a civil and/or criminal complaint and/or code violation that involves a dangerous condition, as defined in this section, the Director of the Division of Housing Preservation or his/her designee or the Business Administrator or his/her designee may, at their sole discretion, suspend the STRP's short-term rental permit pending substantiation.
  - i. In the event that the City receives three (3) substantiated complaints concerning excessive vehicles belonging to the transient occupants of a STRP, the short-term rental permit for the property is subject to revocation by the Director of the Division of Housing Preservation or his/her designee or the Business Administrator or his/her designee.
    - i. When the Office of the Business Administrator and/or the Division of Housing Preservation receives notice of a civil and/or criminal complaint and/or code violation at a STRP as outlined in subsections (6)(h) and (i) above, the Director of the Division of Housing Preservation or his/her designee or the Business Administrator or his/her designee shall issue a written notice revocation or suspension, as applicable, of the short term rental permit with the reasons for such revocation or suspension being stated therein within thirty (30) days.
    - ii. The applicant shall have ten (10) business days to appeal the revocation or suspension, in writing, to the Office of the Business Administrator and the Division of Housing Preservation.
    - iii. Within thirty (30) days thereafter, the Business Administrator or his/her designee shall hear and decide the appeal.
  - j. Failure to make application for, and to obtain the issuance of, a short-term rental permit prior to advertising the STRP in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the New Jersey Real Estate Commission, shall be equivalent to operation of the STRP without a permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a summons, and shall subject the STRP owner, the Short-Term Rental Agent, and the Responsible Party to issuance of fines and/or penalties.
7. Violations and Penalties.
- a. A violation of any provision of the within Chapter may subject the STRP owner, Transient Occupant(s), the Short-Term Property Rental Agent, and the Responsible Party or their agents to fines assessed by the Court up to \$2,000.00 per violation, but not less than \$100 per violation per day that the violation exists.
  - b. The STRP owner, Transient Occupant(s), the Short-Term Property Rental Agent, and the Responsible Party or their agents shall have thirty (30) days to cure the violation. Within the thirty (30) day period, at the STRP owner, Transient Occupant(s), the Short-Term Property Rental Agent, and the Responsible Party or their agents' request, they shall be afforded a hearing before a Jersey City Municipal Court Judge for an independent determination concerning the violation.

c. Subsequent to the expiration of the 30-day period, the fine shall be imposed if a Court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect on January 1, 2020.
- D. The City Clerk and the Corporation Counsel be and are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repeaters of existing provisions.

**NOTE:** All new material to be inserted is underscored and material to be repealed is in [brackets].

HB/mma  
04/18/19

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

**Full Title of Ordinance/Resolution**

AN ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE X (DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE), SECTION 78 (DIVISION OF HOUSING PRESERVATION) AND CHAPTER 345 (ZONING) ARTICLE V (ZONING & DESIGN STANDARDS) SECTION 60(Z) (SUPPLEMENTARY ZONING REGULATIONS) PERTAINING TO SHORT-TERM RENTALS

**Initiator**

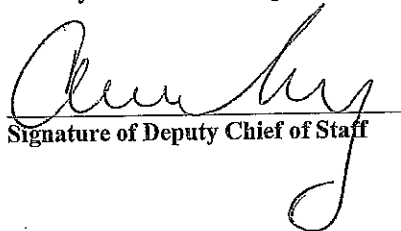
	Office of the Mayor	
Name/Title	Allison Solowsky	Deputy Chief of Staff
Phone/email	201-547-4306	asolowsky@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

The purpose of this Ordinance is to establish permitting requirements and regulations for short-term rentals throughout Jersey City.

I certify that all the facts presented herein are accurate.

  
Signature of Deputy Chief of Staff

4/18/2019  
Date